

**CERTIFIED COPY**

Registered Number 3772746

**Eni Elgin/Franklin Limited**  
**(the "Company")**

**PRIVATE COMPANY LIMITED BY SHARES**

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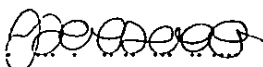
**SHAREHOLDERS' WRITTEN RESOLUTION  
PURSUANT TO CHAPTER 2  
OF PART 13 OF THE COMPANIES ACT 2006**

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The following resolution was duly passed in writing pursuant to Chapter 2 of Part 13 of the Companies Act 2006 as a special resolution on 15 June 2011 -

**SPECIAL RESOLUTION**

"THAT the Articles of Association in the form circulated with this resolution and marked "A" for the purpose of identification be approved and adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association, including all the provisions of the Company's Memorandum of Association which, by virtue of section 28 of the Companies Act 2006, are to be treated as forming part of the Company's Articles of Association"

  
Secretary

Date 15 June 2011

62273410-1



**“A”**

**The Companies Act 2006**

Registered Number 3772746

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**ENI ELGIN/FRANKLIN LIMITED**  
**(the “Company”)**

**(ADOPTED BY SPECIAL RESOLUTION ON 15 JUNE 2011)**

A54

30/06/2011  
COMPANIES HOUSE

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## **PRELIMINARY**

The regulations contained in the Companies (Model Articles) Regulations 2008, which came into force on 1 October 2009, shall not apply to the Company except in so far as the same are repeated or contained in these articles

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## **PART 1**

### **INTERPRETATION AND LIMITATION OF LIABILITY**

#### **1. Defined terms**

In the articles, unless the context requires otherwise

**"articles"** means the articles of association of the Company for the time being in force,

**"bankruptcy"** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

**"board"** means the board of directors for the time being of the Company or those directors present at a duly convened meeting of the directors at which a quorum is present,

**"chairman"** has the meaning given in article 14,

**"chairman of the general meeting"** has the meaning given in article 54,

**"clear days"** in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

**"Companies Acts"** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company, including any statutory modification or re-enactment thereof for the time being in force,

**"director"** means a director of the Company, and includes any person occupying the position of director, by whatever name called,

**"distribution recipient"** has the meaning given in article 44,

**"document"** includes, unless otherwise specified, any document sent or supplied in electronic form,

**"electronic form"** has the meaning given in section 1168 of the Companies Act 2006,

**"fully paid"** in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company,

**"hard copy form"** has the meaning given in section 1168 of the Companies Act 2006,

**"holder"** in relation to shares means the person whose name is entered in the register of members as the holder of the shares,

**"instrument"** means a document in hard copy form,

**"officer"** means any director, secretary, deputy secretary, joint secretary or assistant secretary or former director, secretary, deputy secretary, joint secretary or assistant secretary of the company,

**"ordinary resolution"** has the meaning given in section 282 of the Companies Act 2006,

**"paid"** means paid or credited as paid,

**"participate"**, in relation to a directors' meeting, has the meaning given in article 12,

**"proxy notice"** has the meaning given in article 60,

**"secretary"** means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,

**"shareholder"** means a person who is the holder of a share,

**"shares"** means shares in the Company,

**"special resolution"** has the meaning given in section 283 of the Companies Act 2006,

**"subsidiary"** has the meaning given in section 1159 of the Companies Act 2006,

**"term of office"** has the meaning given in article 21 2,

**"transmittee"** means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law, and

**"writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006, as in force on the date when these articles become binding on the Company

Except where the contrary is stated or the context otherwise requires, any reference in the articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force

Words importing the singular number only include the plural and vice versa Words importing the masculine gender include the feminine and neuter gender Words importing persons include corporations

## **2. Liability of members**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

### **3. Number of directors**

Unless otherwise determined by the Company, by ordinary resolution, the number of directors (other than alternate directors, if any) shall be no more than five (5) and not less than three (3)

### **4. No qualification shares**

A director shall not be required to hold any shares of the Company by way of qualification A director who is not a member of the Company shall nevertheless be entitled to attend and speak at general meetings

### **5. Directors' general authority**

5 1 Subject to the Companies Acts, the articles and to any directions given by special resolution pursuant to article 6, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

5 2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

## **6. Shareholders' reserve power**

- 6 1 The shareholders, or the sole shareholder, may by special resolution direct the directors to take, or refrain from taking, specified action
- 6 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

## **7. Delegation of directors' powers**

- 7 1 Subject to the articles, the directors may delegate any of the powers or discretions which are conferred on them under the articles to any such person, director, officer or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories, and on such terms and conditions, as they think fit
- 7 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated
- 7 3 The directors may at any time revoke any delegation in whole or part, or alter its terms and conditions
- 7 4 The chairman, if one is appointed in accordance with article 14 1, or a director of the Company has the power to represent the Company and exercise any right of the Company to attend, speak and/or vote at a general meeting, or execute resolutions in lieu of a general meeting, of any of its subsidiaries

## **DECISION-MAKING BY DIRECTORS**

### **8. Directors to take decisions collectively**

- 8 1 Subject to the articles, the directors may regulate their proceedings as they think fit
- 8 2 The general rule about decision-making by directors is that any decision of the directors must be either a majority present at a meeting or a unanimous decision taken in accordance with article 9 or by resolution in writing in accordance with article 16
- 8 3 If only one director is eligible to vote on any authorisation required under article 17, the general rule does not apply, and the eligible director may take decisions in relation to the relevant matter without regard to any of the provisions of the articles relating to directors' decision-making

### **9. Unanimous decisions**

- 9 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means, that they share a common view on a matter
- 9 2 Such a decision may take the form of a resolution in writing, in accordance with article 16, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing
- 9 3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting
- 9 4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

### **10. Directors' meetings**

Subject to the articles, the directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit



## **11. Calling a directors' meeting**

11 1 At any time the chairman, if one is appointed in accordance with article 14 1, or any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) or any other appropriate person to give such notice. Any director may waive notice of a directors' meeting and any such waiver may be retrospectively, and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at the meeting.

11 2 Notice of a directors' meeting must be given to each director, but need not be in writing.

## **12. Participation in directors' meetings**

12 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when the meeting has been called and takes place in accordance with the articles, and they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

12 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

12 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **13. Quorum for directors' meeting**

13 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another directors' meeting.

13 2 Subject always to article 8 3, the quorum for a directors' meeting may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

13 3 Subject always to article 8 3, if the total number of directors for the time being is less than the quorum required, the director(s) must not take any decision other than a decision -  
(a) to call a general meeting so as to enable the shareholders to appoint further directors, or  
(b) to appoint further directors.

## **14. Chairing of directors' meetings**

14 1 The shareholder(s) may nominate one of the directors to act as chairman of the board by serving written notice on the Company, and if a chairman is not appointed in this manner, the directors may appoint a director to chair their meetings.

14 2 The person so appointed for the time being is known as the "chairman" and he shall chair the directors' meetings if present and willing to do so.

14 3 The shareholder(s) may terminate the chairman's appointment at any time by serving written notice on the Company, or the directors may do so if the chairman was appointed by them.

14 4 If no chairman is appointed or if the appointed chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, or is not willing to act as chairman of that meeting, the participating directors must appoint one of their number to be chairman of the meeting.

## **15. Casting vote**

15 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

15 2 Article 15 1 does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **16. Written and email resolutions of the directors**

- 16 1 A resolution in writing must be sent to all directors entitled to receive notice of a meeting of directors and is adopted when it is executed by all 'eligible' directors (if that number is sufficient to constitute a quorum) Eligible in this context means directors who would have been allowed to vote on the matter had it been considered at a directors' meeting The resolution adopted in this manner shall be as valid and effectual as a resolution passed at a meeting of the directors properly called, constituted and held
- 16 2 The resolution may consist of one or more instruments in like form, each signed by one or more of the directors concerned, or in one or more electronic communications sent to an address specified for the purpose, or a combination of them, provided that each such instrument and electronic communication (if more than one) is to the same effect

## **17. Directors' interests**

- 17 1 Except to the extent that article 17 4 applies or the terms of any authority given under that article otherwise provide, and without prejudice to such disclosure as is required under the Companies Act 2006, a director may be a party to, or otherwise interested in, any transaction or arrangement with the company and shall be entitled to participate in the decision-making process for quorum and voting purposes on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the company by virtue of his directorship in any subsidiary of the Company or of any body corporate that is a shareholder in the Company or is a holding company (including the ultimate parent undertaking) of such shareholder, or any subsidiary of that holding company ("permitted situation")
- 17 2 Subject to the articles and the provisions of the Companies Acts and provided he has disclosed to the directors, in writing, the nature and extent of any material interest of his, the directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to an actual or potential conflict of interest for the purposes of section 175 of the Companies Act 2006 ("conflict")
- 17 3 Any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter which is the subject of a conflict Such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the articles, except that the director concerned, or any other interested director, shall not be counted as participating in the decision to authorise the conflict for quorum or voting purposes, except that, if he does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted and save further that if there are insufficient directors eligible to vote and therefore to form a quorum, article 8 3 will apply
- 17 4 Where a permitted situation occurs or is occurring, or where the directors give authority in relation to a conflict
- (a) the director concerned may participate in the decision-making process for both quorum and voting purposes, in respect of any transaction or arrangement, or proposed transaction or arrangement,
  - (b) the directors may (whether at the time of giving the authority or at any time subsequently) impose such terms upon the director concerned and any other director with a similar interest as it may determine, including, without limitation, the exclusion from the receipt of information, or participation in discussion (whether at meetings of the board or otherwise) related to the conflict,
  - (c) the director concerned shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position
  - (d) the terms of the authority shall be recorded in writing, but the authority shall be effective whether or not the terms are so recorded
  - (e) the directors may withdraw, revoke or vary such authority at any time but this will not affect anything done by the director concerned prior to such revocation in accordance with the terms of such authority

17 5 Subject to the articles and the Companies Acts, and provided that (where applicable under the Companies Acts) he has declared to the directors, in writing, the nature and extent of any direct or indirect interest of his, the director concerned, notwithstanding his office

- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
- (b) may be a director or other officer or an employee of, or party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested or any body corporate that is a shareholder in the Company or that is a holding company (including the ultimate parent undertaking) of such shareholder or a subsidiary of that holding company,
- (c) shall not be accountable to the Company for any remuneration, profit or other benefits realised by reason of his having any type of interest in a permitted situation or a conflict authorised under the articles and no transaction or arrangement is liable to be avoided on the ground of having any such interest, and
- (d) shall not be in breach of his duties as a director by reason only of his excluding himself from the receipt of information, or from participation in decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under this article

## **18. Records of decisions to be kept**

18 1 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the directors

18 2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

## **19. Directors' discretion to make further rules**

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

## **20. Change of name**

The Company may change its name by a decision of the directors

## **APPOINTMENT AND REMOVAL OF DIRECTORS**

### **21. Methods of appointing and removing directors**

21 1 Any person, who is a natural person, willing to act as a director and is permitted by law to do so, may be appointed to be a director by ordinary resolution of the Company or by a decision of the directors, either to fill a vacancy or as an additional director

21 2 The appointment of a director under article 21 1 shall be for a period of up to three (3) terms ("term of office"), each term being the period between the approval or receipt (as appropriate) of the Company's financial statements in respect of two successive accounting periods. Where a director is appointed to replace another director, he may be appointed for the remainder of his predecessor's term of office

21 3 On expiry of a term of office, a director's appointment may be terminated, replaced or continue in accordance with article 21 4. There is no limit on the number of times a director may be re-appointed or continue in office

21 4 Shareholder(s) holding a majority of the voting rights may serve upon the Company a requisition to terminate or replace the appointment of a director at any time. In the case of a director whose term of office is expiring in accordance with article 21 2, where no requisition is served that director is deemed to continue in office for another term of office

### **22. Termination of director's appointment**

22 1 A person ceases to be a director in any of the following events

- (a) if he shall become prohibited by virtue of any provision of the Companies Acts or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (d) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (e) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms, or if he shall in writing offer to resign from office and the directors shall resolve to accept such offer,
- (f) requisition is served in accordance with article 21 4, or
- (g) he is otherwise duly removed from office

22 2 In any case where, as a result of death or bankruptcy, the company has no members and no directors, the transmittee of the last member to have died or to have a bankruptcy order made against him has the right, by notice in writing, to appoint a person to be a director

22 3 For the purposes of article 22 2, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member

### **23. Directors' remuneration**

23 1 Directors may undertake any services for the Company that the directors decide

23 2 Directors are entitled to such remuneration as the directors determine for their services to the Company as directors, and for any other services which they undertake for the Company

23 3 Subject to the articles, a director's remuneration may take any form, and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director

23 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

23 5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested

### **24. Directors' expenses**

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at meetings of directors, general meetings, or separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

## **ALTERNATE DIRECTORS**

### **25. Appointment and removal of alternate directors**

25 1 Any director may appoint as an alternate any other director, or any other person, to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

25 2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the company signed by his appointor, or in any other manner approved by the directors

### **26. Rights and responsibilities of alternate directors**

26 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

26 2 Except as the articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of or for their appointors and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors of which his appointor is a member

26 3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one director for the purposes of articles 26 3(a) and 26 3(b)

26 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

26 5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

## **27. Termination of alternate directorship**

An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- (c) on the death of the alternate's appointor;
- (d) when the alternate's appointor's appointment as a director terminates, or
- (e) when the alternate is removed in accordance with the articles

## **APPOINTMENT OF SECRETARY**

### **28. Appointment of secretary**

Subject to the provisions of the Companies Acts, a secretary may be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may at any time be removed from office by them, but without prejudice to any claim for damages for breach of any contract of service between the secretary and the Company. If thought fit, two or more persons may be appointed as joint secretaries. The directors may also appoint from time to time on such terms as they may think fit, one or more deputy and/or assistant secretaries

## **PART 3**

## **SHARES AND DISTRIBUTIONS**

### **SHARES**

#### **29. All shares to be fully paid up**

29 1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue

29 2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum

### **30. Powers to issue different classes of shares**

- 30 1 Subject to the articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 30 2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

### **31. Exclusion of pre-emption rights**

The pre-emption provisions in sections 561 and 562 of the Companies Act 2006 shall not apply to any allotment of equity securities made by the Company

### **32. Company not bound by less than absolute interests**

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

### **33. Share certificates**

- 33 1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds
- 33 2 Every certificate must specify
- (a) in respect of how many shares, of what class, it is issued,
  - (b) the nominal value of those shares,
  - (c) that the shares are fully paid, and
  - (d) the distinguishing numbers assigned to them (if any)
- 33 3 No certificate may be issued in respect of shares of more than one class
- 33 4 If more than one person holds a share, only one certificate may be issued in respect of it
- 33 5 Certificates must have affixed to them the Company's common seal, or be otherwise executed in accordance with the Companies Acts

### **34. Replacement share certificates**

- 34 1 If a certificate issued in respect of a shareholder's shares is damaged or defaced, or said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares
- 34 2 A shareholder exercising the right to be issued with such a replacement certificate
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
  - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
  - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

### **35. Share transfers**

- 35 1 In these articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of an encumbrance over the share, and reference to a share includes a beneficial or other interest in a share
- 35 2 Where permitted, and subject to this article, shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor

35 3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share, and the Company may retain any instrument of transfer which is registered

35 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

35 5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

### **36. Transmission of shares**

36 1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share

36 2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require

- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
- (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had

36 3 Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

### **37. Exercise of transmittees' rights**

37 1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish

37 2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it

37 3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

### **38. Transmittees bound by prior notices**

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members

## **LIEN AND FORFEITURE**

### **39. Call notices**

39 1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a member requiring the member to pay the company a specified sum of money (a "call") which is payable in respect of his shares at the date when the directors decide to send the call notice

39 2 A call notice

- (a) may not require a member to pay a call which exceeds the total sum unpaid on the shares (whether as to nominal value or any amount payable to the company by way of premium),
- (b) must state when and how any call to which it relates is to be paid, and
- (c) may permit or require the call to be made in instalments

39 3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 clear days have passed since the notice was sent.

39 4 Before the company has received any call due under a call notice the directors may

- (a) revoke it wholly or in part, or

- (b) specify a later time for payment than is specified in the notice, by a further notice in writing to the member in respect of whose shares the call is made

39 5 The directors may, if they think fit, receive from any member willing to advance them all or any part of the monies unpaid and uncalled upon the shares held by him and may pay interest upon the monies so advanced (to the extent such monies exceed the amount of the calls due and payable upon the shares in respect of which they have been advanced) at such rate (not exceeding 15 per cent per annum unless the company by ordinary resolution otherwise directs) as the directors may determine. A payment in advance of calls shall extinguish, to the extent of it, the liability upon the shares in respect of which it is advanced

#### **40. Notice of intended forfeiture**

A notice of intended forfeiture

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- (b) must be sent to the holder of that share (or all the joint holders of that share) or to a transferee of that holder,
- (c) must require payment of the call and any accrued interest and all expenses that may have been incurred by the company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice,
- (d) must state how the payment is to be made, and
- (e) must state that, if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

#### **41. Directors' power to forfeit shares**

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

#### **42. Effect of forfeiture**

42 1 Subject to the articles, the forfeiture of a share extinguishes

- (a) all interests in that share, and all claims and demands against the company in respect of it, and
- (b) all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company

42 2 Any share which is forfeited in accordance with the articles

- (a) is deemed to have been forfeited when the directors decide that it is forfeited,
- (b) is deemed to be the property of the company, and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit

42 3 If a person's shares have been forfeited that person

- (a) ceases to be a member in respect of those shares,
- (b) must surrender the certificate for the shares forfeited to the company for cancellation, and
- (c) will no longer be liable to the company for any outstanding sums

### **DIVIDENDS AND OTHER DISTRIBUTIONS**

#### **43. Procedure for declaring dividends**

43 1 The Company may by ordinary resolution declare dividends, and the directors may resolve to pay interim dividends

43 2 A dividend must not be declared by the Company unless the directors have made a recommendation as to its amount and such a dividend must not exceed the amount recommended by the directors

43 3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights



43 4 Unless the shareholders' resolution to declare or the directors' resolution to pay a dividend, or the terms on which shares are issued, specify otherwise, dividends must be paid by reference to each shareholder's holding or shares on the date of the resolution to declare or pay it

43 5 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

43 6 Dividends shall be declared on all shares ranking *pari passu* in a single currency (which may be any currency) even if such shares are denominated in a different currency

43 7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

#### **44. Payment of dividends and other distributions**

44 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (b) sending a cheque by post made payable to the distribution recipient or to such person and at such address specified by the distribution recipient in writing, or
- (c) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

44 2 In these articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable, the holder of the share or, if the share has two or more joint holders, whichever of them is named first in the register of members or if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law the transmittee

#### **45. No interest on distributions**

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the Company

#### **46. Unclaimed distributions**

46 1 All dividends or other sums which are payable in respect of shares and unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the Company until claimed

46 2 The payment of any such dividends or other sum into a separate account does not make the Company a trustee in respect of it

46 3 If twelve years have passed from the date on which a dividend or other sum became due for payment and the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

#### **47. Non-cash distributions**

47 1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets or equivalent value (including without limitation, shares or other securities in any company)

47 2 For the purposes of paying non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

- (a) fixing the value of any assets,
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- (c) vesting any assets in trustees

#### **48. Waiver of distributions**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share

#### **CAPITALISATION OF PROFITS**

#### **49. Authority to capitalise and appropriation of capitalised sums**

49 1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution of the Company—

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
- (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions

49 2 Capitalised sums must be applied—

- (a) on behalf of the persons entitled, and
- (b) in the same proportions as a dividend would have been distributed to them

49 3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

49 4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

49 5 Subject to the articles the directors may

- (a) apply capitalised sums in accordance with articles 49 3 and 49 4 partly in one way and partly in another,
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article

### **PART 4**

#### **DECISION-MAKING BY SHAREHOLDERS**

#### **WRITTEN RESOLUTIONS**

#### **50. Written resolutions of the members**

50 1 A resolution in writing must be sent to every eligible member and be accompanied by a statement informing the member how to signify agreement to the resolution and the date by which the resolution must be passed if it is not to lapse

50 2 The resolution is adopted when the required majority of eligible members have signified their agreement to it. The resolution adopted in this manner shall be as valid and effectual as a resolution passed at a meeting of the members properly called, constituted and held

50 3 A proposed written resolution lapses if it is not passed within a period of 48 days beginning with the circulation date

## **ORGANISATION OF GENERAL MEETINGS**

### **51. Notice of general meetings**

51 1 The directors may whenever they think fit, and if required in accordance with the provisions of the Companies Acts, proceed to convene a general meeting

51 2 General meetings shall be called by notice of at least fourteen (14) and not more than sixty (60) clear days' prior to the meeting, but a general meeting may be called by shorter notice if so agreed to by the shareholders having a right to attend and vote at the meeting, and holding in aggregate not less than 90 per cent in nominal value of the shares giving right to attend and vote at the meeting

51 3 Any document or notice required by the Companies Acts and the articles to be given by the Company or the directors, may be in any visible form of communication, including hard copy form and electronic form, delivered either personally, by post or by electronic means, and a notice communicated in such forms shall be deemed to be delivered in accordance with section 1147 of the Companies Act 2006

51 4 Every notice calling a general meeting shall

- (a) specify the place, date and time of the meeting,
- (b) include a statement that a shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote, and that a proxy need not be a shareholder of the Company
- (c) specify the general nature of the business to be transacted at the meeting, and if any resolution is to be proposed as a special resolution, the notice shall contain a statement to that effect

51 5 A shareholder present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company, shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

### **52. Attendance and speaking at general meetings**

52 1 A shareholder present, either in person or by proxy is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

52 2 A shareholder present, either in person or by proxy is able to exercise the right to vote at a general meeting when—

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

52 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

52 4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other, provided that if they have rights to speak and vote at that meeting, they are able to exercise them

### **53. Quorum for general meetings**

53 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is present

53 2 Two persons, or one person in the case of the Company being a single-member company, entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorized representative of a corporation, shall constitute a quorum

#### **54. Chairing general meetings**

54 1 If a chairman is appointed in accordance with article 14 1, the chairman shall chair general meetings if present and willing to do so

54 2 If no chairman is appointed or if the appointed chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which the meeting was due to start—

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or shareholder (or the person representing the shareholder) to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

54 3 The person chairing a meeting in accordance with this article is referred to as “chairman of the general meeting”

#### **55. Attendance and speaking by directors and non-shareholders**

55 1 Directors may attend and speak at general meetings, whether or not they are shareholders

55 2 The chairman of the general meeting may permit other persons who are not shareholders of the Company, or otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting

#### **56. Adjournment**

56 1 If the person(s) attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the general meeting must adjourn it

56 2 The chairman of the general meeting may adjourn a general meeting at which a quorum is present if

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman of the general meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

56 3 The chairman of the general meeting must adjourn a general meeting if directed to do so by the meeting

56 4 When adjourning a general meeting, the chairman of the general meeting must—

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting

56 5 If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the Company must give at least seven (7) clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

(a) to the same persons to whom notice of the Company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain

56 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

#### **VOTING AT GENERAL MEETINGS**

##### **57. Voting: general**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles

## **58. Errors and disputes**

58 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

58 2 Any such objection must be referred to the chairman of the general meeting, whose decision is final

## **59. Poll votes**

59 1 A poll on a resolution may be demanded

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

59 2 A poll may be demanded by—

- (a) the chairman of the general meeting,
- (b) the directors,
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution

59 3 A demand for a poll may be withdrawn if the poll has not yet been taken, and the chairman of the general meeting consents to the withdrawal

59 4 Polls must be taken immediately and in such manner as the chairman of the general meeting directs

## **60. Content of proxy notices**

60 1 A proxy or proxies may only validly be appointed by a notice in writing (a "proxy notice") which—

- (a) states the name and address of the shareholder appointing the proxy,
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
- (d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate

60 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

60 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolution, but the company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so

60 5 Unless a proxy notice indicates otherwise, it must be treated as—

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

60 6 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and

- (a) has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it, or
- (b) has been instructed to vote the same way (either for or against) on the resolution by all of those members except those who have given the proxy discretion as to how to vote on the resolution

## **61. Delivery of proxy notices**

- 61 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person
- 61 2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 61 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 61 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf

## **62. Amendments to resolutions**

- 62 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the general meeting may determine), and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the general meeting, materially alter the scope of the resolution
- 62 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- (a) the chairman of the general meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

# **PART 5**

## **ADMINISTRATIVE ARRANGEMENTS**

### **63. Means of communication to be used**

- 63 1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Acts provide for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
- 63 2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 63 3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

### **64. When information deemed to have been received by the company**

- 64 1 Any document or information sent or supplied by the company shall be deemed to have been received by the intended recipient
- (a) where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to

- prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent,
- (b) where (without prejudice to article 63 2) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent,
  - (c) where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent,
  - (d) where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent,
  - (e) where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website

## **65. Company seals**

65 1 Any common seal may only be used by the authority of the directors

65 2 The directors may decide by what means and in what form any common seal is to be used

65 3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

65 4 For the purposes of this article, an authorised person is

- (a) any director of the Company,
- (b) the Company secretary (if any), or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

## **66. Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

## **WINDING UP**

### **67. Winding up of the Company**

If the Company is wound up, the liquidator may, with the authority of a special resolution of the Company and any other sanction required by the Companies Acts, divide among the shareholders *in specie* the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the shareholders as he with the like sanction determines, but no shareholder shall be compelled to accept any assets upon which there is a liability

## **OFFICERS' INDEMNITY AND INSURANCE**

### **68. Indemnity**

68 1 Subject to this article, an officer of the Company or an associated company may be indemnified out of the Company's assets against

- (a) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,

- (b) any liability incurred by that officer in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (c) any other liability incurred by that officer as an officer of the Company or an associated company

68 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

68 3 In this article companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

## **69. Insurance**

69 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any officer in respect of any relevant loss

69 2 In this article

- (a) a "relevant loss" means any loss or liability which has been or may be incurred by an officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (b) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate



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## APPENDIX A

### Company's Name

From	Name
Incorporation (18/05/1999)	Precis (1756) Limited
05/08/1999	British-Borneo Elgin/Franklin Limited
14/12/2000	AGIP Elgin/Franklin Limited
10/04/2003	Eni Elgin/Franklin Limited