

Companies Act 2006
Private company limited by shares
ARTICLES OF ASSOCIATION
AGORA OIL AND GAS (UK) LIMITED

Amended by special resolution passed on 16 July 2014

INTERPRETATION

THURSDAY



SC 366018

1. DEFINED TERMS

1.1 In the Articles, the following words and expressions have the following meanings, unless inconsistent with the context;

"alternate" or "alternate director"	an alternate director appointed in accordance with Article 10
"appointor"	has the meaning given in Article 10
"Articles"	the Company's Articles of Association
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles
"section"	the relevant section of the Companies Act 2006 unless the context provides otherwise

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles:

- 1.2.1 bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company; and
- 1.2.2 words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles.

1.3 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

- 1.3.1 any subordinate legislation from time to time made under it; and
- 1.3.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.4 A reference in these Articles to an "Article" is a reference to the relevant Article of these Articles unless expressly provided otherwise.

2. AMENDMENTS TO THE MODEL ARTICLES

2.1 The regulations in the Model Articles shall apply to the Company except where excluded or modified by these Articles.

2.2 Articles 7, 8, 9(4), 11, 13 and 29 of the Model Articles shall not apply to the Company.

- 2.3 The Model Articles shall, in their application to the Company, be amended as follows:
- 2.3.1 in Model Article 4, by the insertion of "(3) No alteration of the Articles invalidates anything which the directors have done before such alteration.";
 - 2.3.2 in Model Article 17, by the insertion of "(4) For so long as the Company is a subsidiary company, its holding company may by written notice appoint any person to be a director."
 - 2.3.3 in Model Article 18, by the insertion of "(g) that person has for more than 6 consecutive months been absent without permission of the directors from directors' meetings held during that period and the directors resolve that that person should cease to be a director; and (h) for so long as the Company is a subsidiary company, its holding company may by written notice remove any director from office howsoever appointed."
 - 2.3.4 in Model Article 20, by the insertion of the words "(including alternate directors)" after the words "reasonable expenses which the directors";
 - 2.3.5 in Model Article 42, by the insertion of the words "The voting entitlements of shareholders are subject to any rights or restrictions attached to the shares held by them, whether or not such rights or restrictions are set out in the Articles" at the end of that Article;
 - 2.3.6 in Model Article 27(2)(b), by the deletion of the word "had" after the word "holder" and the insertion of the words "from whom the transmittee derived such entitlement";
 - 2.3.7 in Model Article 27(3), by the deletion of the words "by reason of the holder's death or bankruptcy or otherwise," and in their place the insertion of the words "by reason of the event which gave rise to the transmission,";
 - 2.3.8 in Model Article 34(1), by the deletion of the words "on the recommendation of the directors" and replacing them with "or by a decision of the directors"; and
 - 2.3.9 in Model Article 49(1), by the addition of the words "or a committee of the directors authorised by the directors" at the end of the paragraph.

DIRECTORS

3. CALLING A DIRECTORS' MEETING

Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

4. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 4.1 4.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or in the form of a directors' written resolution in accordance with Article 5.
- 4.2 Subject to the Articles, each director participating in a directors' meeting has one vote.

5. DIRECTORS' WRITTEN RESOLUTIONS

- 5.1 Any director may propose a directors' written resolution by giving notice of the proposed resolution in writing to each director.

5.2 Notice of a proposed directors' written resolution must set out the terms of the proposed resolution and may also set out the time by which it is proposed that the directors should adopt it.

5.3 A proposed directors' written resolution is adopted when all of the directors who would have been entitled to vote on the resolution, and have their vote counted, at a directors' meeting have signed one or more copies of it or otherwise indicated their agreement in writing, provided that those directors who have signed it or otherwise indicated their agreement in writing would have formed a quorum at such a meeting.

5.4 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

5.5 A written resolution signed by an alternate director need not also be signed by or agreed to by his appointor.

6. QUORUM FOR DIRECTORS' MEETINGS

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

6.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but for so long as the Company has two or more directors, the quorum must never be less than two.

6.3 If the total number of directors for the time being in office is less than the quorum required, the directors must not take any decision other than a decision:

6.3.1 to appoint further directors, or

6.3.2 to call a general meeting so as to enable the shareholders to appoint further directors.

6.4 The Company shall have at least one director. For so long as the Company has only one director, the sole director shall form a quorum.

7. CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS

If the numbers of votes by directors who are entitled to vote, and have their vote counted, at a directors' meeting for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote.

8. ALTERNATES VOTING AT DIRECTORS' MEETINGS

A director who is also an alternate director has an additional vote on behalf of each appointor who is:

8.1 not participating in a directors' meeting; and

8.2 would have been entitled to vote if they were participating in it.

9. DIRECTORS' INTERESTS

9.1 For the purposes of this Article:

9.1.1 an interest of a person who is connected (within the meaning of section 252) with a director is treated as an interest of the director; and

- 9.1.2 in the case of an alternate director, the interest of his appointor is treated as an interest of the alternate director in addition to any interest, which the alternate director may have.
- 9.2 If he has declared his interest in accordance with the Companies Act, a director may:
- 9.2.1 be a party to, or in any way interested, whether directly or indirectly, in any contract, arrangement or transaction to which the Company is a party, or in which the Company is in any way interested, whether directly or indirectly;
- 9.2.2 hold and be remunerated in respect of any office (other than the office of auditor of the Company) or employment under the Company or any other undertaking in which the Company is in any way interested;
- 9.2.3 act (or any firm of which he is a shareholder, partner or employee may act) in a professional capacity (other than the office of auditor) for the Company or any such other undertaking and be remunerated for so acting;
- 9.2.4 act as a director or other officer of, or be otherwise interested in, any undertaking promoted by the Company; and
- 9.2.5 not be held accountable to the Company for any interest, remuneration, profit or other benefit which he (or a person connected with him) derives from any matter permitted by this Article and no such contract, transaction or arrangement is liable to be avoided on the grounds of any such interest or benefit.
- 9.3 For the purposes of section 175, the directors have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section 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.
- 9.4 Any authorisation of a matter under this Article shall be subject to such conditions, limitations and/or terms as the directors may decide, whether at the time such authorisation is given or subsequently, and may be varied or revoked by the directors at any time and at their absolute discretion. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.
- 9.5 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under Article 9.3 and any such related contract, transaction or arrangement is not liable to be avoided on the grounds of any such benefit.
10. **APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**
- 10.1 Any director ("the appointor") (other than an alternate director) may appoint any other director or any other person approved by resolution of the directors, to act as his alternate and may remove from office an alternate so appointed.
- 10.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
11. **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**
- 11.1 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.
- 11.2 Except as the Articles specify otherwise, alternate directors:

- 11.2.1 are deemed for all purposes to be directors;
 - 11.2.2 are liable for their own acts and omissions;
 - 11.2.3 are subject to the same restrictions as their appointors; and
 - 11.2.4 are not deemed to be agents of or for their appointors.
- 11.3 A person who is an alternate director but not a director:
- 11.3.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
 - 11.3.2 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

No alternate may be counted as more than one director for such purposes.

- 11.4 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.

12. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

- 12.1 when the alternate's appointor revokes the appointment by notice to the Company in writing;
- 12.2 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;
- 12.3 on the death of the alternate's appointor;
- 12.4 when the alternate's appointor's appointment as a director terminates; or

DECISION-MAKING BY SHAREHOLDERS

13. NOTICE OF GENERAL MEETINGS

- 13.1 Notice of general meetings need not be given to shareholders who, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company.
- 13.2 A shareholder present, in person or by proxy, at any general meeting or meeting of the holders of any class of shares shall be deemed to have been given, and received, the relevant notice of the meeting.

14. CLASS MEETINGS

The provisions of the Articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares.

SHARES AND DISTRIBUTIONS

15. **SHARE ISSUES**

In accordance with section 567(1), sections 561 and 562 shall not apply to the allotment of equity securities (as defined in section 560(1)) by the Company.

16. **TRANSMISSION OF SHARES**

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

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

16.2.1 may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and

16.2.2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder from whom the transmittee derived such entitlement.

16.3 But 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 event which gave rise to the transmission, unless they become the holders of those shares

"16A Registration of shares

16A.1 Notwithstanding anything contained in these articles or anything to the contrary contained in the Companies Acts (as amended from time to time):

16A.1.1 Any pre-emption rights conferred on existing members or any other person by these articles or otherwise and any other restrictions on transfer of shares contained in these articles or otherwise shall not apply to; and

16A.1.2 the directors shall not for any reason decline to register, nor suspend the registration of,

any transfer of shares where such transfer is:

- (a) in favour of any person, any bank or institution (or any agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares are being transferred by way of, or pursuant to any, security; or
- (b) duly executed by a receiver appointed by a person, bank or institution pursuant to any security document which creates any security interest over such shares, or
- (c) duly executed by any person, bank or institution (or by agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares have been transferred by way of security pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such bank or institution or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts.

Notwithstanding anything contained in these articles or anything to the contrary contained in the Companies Acts (as amended from time to time), any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or

financial institution or which are transferred in accordance with the provisions of this article.

17. TRANSMITTEES AND TRANSFEREES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee (or a transferee of such transmittee pursuant to Article 28(2) of the Model Articles) is entitled to those shares, the transmittee (or the transferee) is bound by the notice if it was given to the shareholder before the transmittee's (or transferee's) name has been entered in the register of shareholders.

18. NON-CASH DISTRIBUTIONS

18.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution or by a decision 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 of equivalent value (including, without limitation, shares or other securities in any company).

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

18.2.1 fixing the value of any assets;

18.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

18.2.3 vesting any assets in trustees.

ADMINISTRATIVE ARRANGEMENTS

19. CHANGE OF NAME

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