

Company Number: 03791808

**ROCK DEFORMATION RESEARCH LIMITED**

(the "Company")

**WRITTEN RESOLUTIONS**

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Passed on 2 January 2018

At a court ordered meeting of the shareholders of the Company duly convened and held at Schlumberger House, Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ, commencing at 10:15 a.m. on 10 December 2018 and adjourned and reconvened at 10:15 a.m. on 2 January 2019 at Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ:

**The following resolution was duly passed as a special resolution of the Company:**

1. **THAT**, in accordance with regulation 13 of the Companies (Cross-Border Mergers) Regulations 2007, and pursuant to draft terms of merger between, amongst others, the Company, Libertador Holdings B.V., a Dutch private company with limited liability, and Schlumberger UK Holdings Limited (the "**Transferee**"), in the form produced to the meeting and initialled by the chairman for the purposes of identification, the merger of the Company with and into the Transferee (the "**Merger**") be and is hereby approved.

**The following resolution was duly passed as a unanimous resolution of the Company:**

2. **THAT**, subject to the passing of Resolution 1 above, the entitlement of the members to receive shares or other consideration in respect of the Merger be and is hereby waived.

*[signature page follows]*



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**DRAFT TERMS OF MERGER**

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dated

14 SEPTEMBER 2018

by

**SCHLUMBERGER UK HOLDINGS LIMITED**

and

**LIBERTADOR HOLDINGS B.V.**

and

**THE UK COMPANIES**  
(as defined herein)

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### **Draft Terms of Merger**

These Terms are dated 14 SEPTEMBER 2018

Between

**LIBERTADOR HOLDINGS B.V.** a private company with limited liability organised and existing under the laws of the Netherlands, having its corporate seat in the Hague, the Netherlands, with office address at Parkstraat 83, 2514 JG, The Hague, the Netherlands and registered with the Trade Register of the Chamber of Commerce under number 54148936 ("**Libertador**");

**THE SEVERAL COMPANIES** whose details are set out in Part A of Schedule 2 (together the "**UK Companies**", and **Libertador** and the **UK Companies** together being the "**Transferors**"); and

**SCHLUMBERGER UK HOLDINGS LIMITED** a private company limited by shares incorporated under the laws of England and Wales, registered with the Registrar of Companies for England and Wales with registered number 01686572 and having its registered office at Schlumberger House, Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ, United Kingdom (the "**Transferee**").

#### **1. Definitions**

In these Terms, unless the context otherwise requires or unless otherwise specified:

"**Accounting Effective Time**" means 00:01 pm GMT on the Accounting Reference Date;

"**Accounting Reference Date**" means 1 January 2019;

"**Assets**" means all of the assets of the Transferors as at the Effective Time;

"**Companies House**" means the Registrar of Companies in the United Kingdom;

"**Consideration Shares**" shall have the meaning ascribed to it in clause 2.6;

"**Directive**" means Directive 2005/56/EC of the European Parliament and of the Council of Ministers of 26 October 2005 on Cross-Border Mergers Of Limited Liability Companies as repealed and codified by Directive 2017/1132/EU;

"**Dutch Regulations**" means the Dutch Civil Code, in particular Title 7, sections 2, 3 and 3A of Book 2 of the Dutch Civil Code by which the Directive has been implemented in the Netherlands;

"**Effective Date**" means 1 January 2019 or such other date as may be agreed by the Merging Companies or fixed by order of the UK Courts;

"**Effective Time**" means the time at which the Merger becomes legally effective, being 00:01 pm GMT on the Effective Date;

"**GMT**" means Greenwich Mean Time;

"**Independent Expert's Report**" means a report prepared by an independent expert or statutory auditor to evaluate the proposed Merger, as provided for by Article 2:328 and 2:333g of the Dutch Regulations and Regulation 9 of the UK Regulations;

"**Liabilities**" means all of the liabilities of the Transferors as at the Effective Time;

"**Merger**" means the operation in which the Transferors are to be dissolved without going into liquidation, and on their dissolution transfer all of the Assets and Liabilities to the Transferee pursuant to the merger by absorption (as defined in regulation 2(2) of the UK Regulations) described in these Terms;

**"Merging Companies"** means each of the Transferors and the Transferee, and **"Merging Company"** shall be construed accordingly as the context requires;

**"Pre-Merger Clearance Court Hearings"** means the hearings at which the UK Courts would be requested to issue the relevant pre-merger clearance certificates in relation to the Merger;

**"Schlumberger plc"** means Schlumberger plc, a public limited company registered with the registrar of companies for England and Wales with registered number 01332348 and having its registered office at Schlumberger House, Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ, United Kingdom;

**"Terms"** means these terms of merger;

**"UK Company Shareholders"** means each of the parties listed in column (B) of Part B of Schedule 2, being the holders of the entire issued share capital of each of the UK Companies as at the date of these Terms, and Schlumberger plc to the extent it becomes a shareholder of any Merging Company prior to the date of the Pre-Merger Clearance Court Hearings;

**"UK Courts"** means the High Court of England and Wales and the Court of Session in Scotland; and

**"UK Regulations"** means The Companies (Cross-Border Mergers) Regulations 2007 (SI 2007/2974) by which the Directive has been implemented in the United Kingdom.

**2. Merger by absorption**

- 2.1 At the Effective Time, the Transferors will merge into the Transferee. The Merger shall have effect for accounting purposes as of the Accounting Effective Time.
- 2.2 The Merger shall be carried out in the manner provided for in Article 2(2)(a) of the Directive, Article 2:333 paragraph 2 of the Dutch Regulations (merger by absorption of a sister company) and Regulation 2(2) of the UK Regulations (merger by absorption).
- 2.3 As a consequence of the Merger, the ownership, title and possession of and responsibility for all of the Assets and the Liabilities will pass to the Transferee as a whole by operation of the Directive, the Dutch Regulations and the UK Regulations at the Effective Time and the Transferee will become entitled to the Assets and shall assume, carry out, perform and discharge the Liabilities from the Effective Time.
- 2.4 Following the completion of the Merger, the Transferors will be dissolved without going into liquidation.
- 2.5 Each Merging Company shall do, sign or execute, or procure to be done, signed or executed, all such other acts, deeds, documents and things as may be necessary or desirable in respect of the Merger and the transfer of the Assets and the Liabilities to the Transferee pursuant to these Terms.
- 2.6 Consideration for the transfer of the Assets and the Liabilities, in the form of ordinary shares of GBP 1.00 each in the share capital of the Transferee, shall be receivable by the UK Company Shareholders in the ratio as set out at column (D) of Part B of Schedule 2, which shall be applied to the current share capital of the UK Companies as at the Effective Time (the **"Consideration Shares"**). It is anticipated that the UK Company Shareholders will waive their rights to receive the Consideration Shares.
- 2.7 The shares in the capital of the Transferors shall be cancelled as a result of the Merger. No shares in the capital of the Transferors or assets of the Transferors are encumbered with a right of pledge or usufruct or any other form of security other than as listed at column (E) of Part B of Schedule 2 and all issued shares in the share capital of the Transferors have been

fully paid up. It is intended that the Merging Companies will take such steps as are required to ensure that and security rights granted, including but not limited to the security listed at column (E) of Part B of Schedule 2, will either be fully satisfied and released prior to the Effective Date, or if this is not possible, that the rights of the relevant security-holders will be otherwise satisfied or substituted by the Transferee following the Merger.

- 2.8 There are no non-voting shares and no shares which are not entitled to profits in the issued share capital of the Merging Companies. There are no shares of a specific class (except as specified in column (C) of Part B of Schedule 2) and no shares with a specific indication in the issued share capital of the Merging Companies.
- 2.9 None of the Merging Companies has been dissolved, is in a state of bankruptcy or has applied for a suspension of payments.
- 2.10 The Merging Companies reserve the right to remove any Transferor from the Merger process prior to the date of the Pre-Merger Clearance Court Hearings. Should one or more Transferors be removed from the Merger process, the remaining Transferors and the Transferee agree to continue with the Merger with such Transferors as remain and otherwise in accordance with the provisions described herein.

**3. Legal Form, Company Name, Registered Office, Governing Law and composition of the Board of Directors**

*(Regulation 7(2)(a) of the UK Regulations and Article 2:308 paragraph 3 juncto 2:312 paragraph 2(a) and article 2:333(d)(a) of the Dutch Regulations)*

**3.1 The Transferee**

- (a) The Transferee is a private company limited by shares incorporated under and governed by the laws of England and Wales on 14 December 1982, under the name Woodlent Limited, changing its name to Geophysical Company of Norway (Holdings) Limited on 7 February 1983 and to Geco Holdings Limited on 1 October 1985, with registered number 01686572 and having its registered office at Schlumberger House Buckingham Gate, Gatwick Airport, West Sussex, RH6 0NZ, United Kingdom.
- (b) According to the register of members of the Transferee, the issued share capital of the Transferee is GBP 84,640,928 divided into 84,640,928 shares of GBP 1.00, fully paid and held entirely by Schlumberger plc.
- (c) As at the date hereof, the members of the board of directors of the Transferee are as follows:
  - (i) David Marsh; and
  - (ii) Simon Smoker.

**3.2 Libertador**

- (a) Libertador is a private company with limited liability incorporated under and governed by the laws of the Netherlands, incorporated on 20 December 2011, registered with the Trade Register held by the Chamber of Commerce under number 54148936 and having its corporate seat and registered office at Parkstraat 83, 2514 JG, the Hague, the Netherlands.
- (b) The issued share capital of Libertador is EUR 18,000, divided into 18,000 shares with a nominal value of EUR 1.00 each, numbered 1 up to and including 18,000, fully paid and held entirely by Schlumberger plc.

(c) *Libertador has no supervisory directors. As at the date hereof, the members of the board of directors of the Transferor are as follows:*

- (i) Eileen Hardell; and
- (ii) Wim Emiel Alice Janssens.

**3.3 The UK Companies**

- (a) The UK Companies' corporate details as at the date hereof are as set out at Part A of Schedule 2.
- (b) Prior to the date of the Pre-Merger Clearance Court Hearings, it is intended that the UK Companies which have the Transferee as their sole shareholder as at the date of these Terms will issue one ordinary share to Schlumberger Plc, so that such companies shall not be wholly-owned subsidiaries of the Transferee on the date of the Pre-Merger Clearance Court Hearings. It is anticipated that there may also be further changes to the share capital of the UK Companies prior to the date of the Pre-Merger Clearance Court Hearings.

**4. Share Exchange Ratio, Allotment of Shares, Measures in relation to the transfer of shares and Minority exit rights**

*(Regulation 7(2)(b) and (c) of the UK Regulations and Article 2:308 paragraph 3 juncto Article 2:312 paragraph 2(g) and 2:326 paragraph 1(a), (e) and (f) of the Dutch Regulations)*

- 4.1 As consideration for the transfer of the Assets and Liabilities, the Transferee shall allot the Consideration Shares to the UK Company Shareholders and the UK Company Shareholders shall have the right to be entered into the register of members of the Transferee as the holders of the Consideration Shares. The share exchange ratio is as set out in column (D) of Part B of Schedule 2. No payments will be made in cash. It is anticipated that the UK Company Shareholders will waive their rights to receive the Consideration Shares.
- 4.2 As the Merger will for Dutch purposes be effected as a simplified merger carried out pursuant Article 2:308 paragraph 3 taken with Article 2:311, paragraph 2 and Article 2:333 paragraph 2 of the Dutch Regulations, no shares shall be allotted and no other consideration shall be paid to its sole shareholder Schlumberger plc in respect of transfer of the Assets and Liabilities of Libertador to the Transferee.
- 4.3 Since Schlumberger plc is the sole shareholder of Libertador, there is no need to establish the amount of the compensation paid to shareholders that have voted against the Merger and wish to receive compensation in cash for their shares in Libertador, and of the maximum aggregate amount that can be paid as such compensation.

**5. Participation in Profits, Rights or Restrictions attaching to Shares**

*(Regulation 7(2)(e) and (g) of the UK Regulations and Article 2:308 paragraph 3 juncto Article 2:326 paragraph 1(b) and (d) of the Dutch Regulations)*

The rights attaching to the Consideration Shares shall be the same in all respects as those attaching to the shares of the Transferee currently held by Schlumberger plc. The Consideration Shares shall have no special rights or restrictions attached to them. The Consideration Shares will entitle the holders to participate in the profits of the Transferee from the Effective Time. None of the Transferors have issued shares without voting rights or without a right to profits.

**6. Accounting Reference Date**

*(Regulation 7(2)(f) of the UK Regulations and Article 2:308 paragraph 3 juncto 2:312 paragraph 2(f) of the Dutch Regulations)*

For accounting purposes, all transactions of all of the Transferors will be deemed to have been made for the account of the Transferee as from the Accounting Reference Date in the UK and the Netherlands.

**7. Amounts or Benefits granted to Independent Expert or Directors**

*(Regulation 7(2)(h) of the UK Regulations and Article 2:308 paragraph 3 juncto Article 2:312 paragraph 2(d) of the Dutch Regulations)*

No amounts or benefits will be granted, paid or given by the Merging Companies to any independent experts or statutory auditors investigating the terms of the present Terms, to any of the directors entrusted with the management and control over the Merging Companies or to anyone else involved in the Merger.

**8. Independent Expert's Report**

*(Regulation 9 of the UK Regulations and Article 2:308 paragraph 3 taken with 2:333 paragraph 2 juncto Article 2:328 of the Dutch Regulations)*

8.1 Pursuant to Regulation 9(1)(c) of the UK Regulations, there is no requirement to obtain an Independent Expert's Report where every shareholder of every Merging Company agrees that such a report is not required. The UK Company Shareholders and Schlumberger plc, which are or will be at the relevant time the shareholders of all of the Merging Companies in the UK, have agreed to waive the requirement for an Independent Expert Report to be obtained.

8.2 Pursuant to Article 2:308 paragraph 3 taken with 2:333 paragraph 2 juncto 2:328 of the Dutch Regulations, there is no requirement to obtain an Independent Expert's Report where the Merger is a merger by absorption of a sister company and no shares will be allotted or other consideration will be payable to the shareholder of the transferor company pursuant to the terms of merger.

**9. Articles of Association**

*(Regulation 7(2)(i) of the UK Regulations and Article 2:308 paragraph 3 juncto Article 2:312 paragraph 2(b) of the Dutch Regulations)*

The Articles of Association of the Transferee are attached as Schedule 1 to these Terms and shall remain unchanged upon the Merger.

**10. The likely effects of the Merger for Employees and Participation Rights**

*(Regulation 7(2)(d) and 7(2)(j) of the UK Regulations and Article 2:333d(b) and (c) of the Dutch Regulations)*

10.1 As at the date of these Terms, the Transferee has no employees and the Transferors each have no employees.

10.2 None of the Merging Companies has employed any employee during the period of six months before the publication of these Terms or has a system of employee participation in force. No works council, co-determined supervisory board or any other employee representation body has been established at any of the Merging Companies.



10.3 It is not anticipated that the Merger will have any negative impact on employment in the Merging Companies.

10.4 Article 16 of the Directive regarding employee participation rights and the provisions of Part 4 of the UK Regulations and/or Article 2:333k of the Dutch Regulations have not been triggered by the Merger.

**11. Evaluation of Assets and Liabilities**

*(Regulation 7(2)(k) of the UK Regulations and Article 2:333d(d) and (e) of the Dutch Regulations)*

The Assets and the Liabilities that transfer to the Transferee in the course of the Merger, will transfer at book value for UK and Dutch accounting purposes, to be determined by reference to the amount stated in the unaudited interim accounts of the Transferors as at 31 July 2018 for the UK Companies and as at 9 August 2018 for Libertador.

**12. Accounts**

*(Regulation 7(2)(l) of the UK Regulations and Regulation Article 2:333d(d) of the Dutch Regulations)*

12.1 For the purposes of preparing these Terms:

- (a) the Transferee has used its annual audited accounts for the year ending 31 December 2017; and
- (b) the Transferors have used:
  - (i) their annual audited accounts for the year ending 31 December 2017;
  - (ii) draft annual accounts for the year ending 31 December 2017 where audited accounts are required but are in the process of being finalised as at the date of these Terms; or
  - (iii) unaudited accounts for the year ending 31 December 2017 where no audit is required.

**13. Consequences of the Merger for Tax Purposes**

The Merger is not expected to have any material adverse tax consequences for either of the Merging Companies.

**14. The intentions with respect to the activities**

*(Article 2:308 paragraph 3 taken with 2:312 paragraph 2(h) of the Dutch Regulations)*

The activities of each of the Transferors (if any) will be continued by the Transferee.

**15. The intended composition of the Board of Directors of the Transferee**

*(Article 2:308 paragraph 3 taken with 2:312 paragraph 2(e) of the Dutch Regulations)*

The Transferee has no supervisory directors. As at the date hereof, the members of the board of directors of the Transferee are as follows:

- (i) David Marsh; and
- (ii) Simon Smoker.

There is no intention to change the composition of the board of directors of the Transferee in connection to the Merger.

**16. Approval of the resolution to merge**

*(Article 2:308 paragraph 3 taken with 2:312 paragraph 2(1) of the Dutch Regulations)*


The shareholders of the Merging Companies have indicated their consent to the intended Merger and the resolution to merge will be passed at a shareholders' meeting of each of the Transferee and the Transferors. There are no additional requirements for approval of the Merger imposed on the Merging Companies pursuant to their constitutional documents and/or UK and Netherlands law.

The board of directors of each of the Merging Companies has indicated their adoption of these Terms by signing below

*[Signature pages begin on the following page]*

For and on behalf of **SCHLUMBERGER UK HOLDINGS LIMITED**

**Name: Simon Smoker**  
**Director**

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**Name: David Marsh**  
**Director**

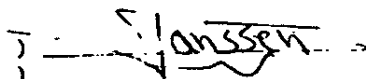
) 

For and on behalf of **LIBERTADOR HOLDINGS B.V.**

Name: Eileen Hardell  
Director

) 

Name: Wim Emiel Alice Janssens  
Director


) 

For and on behalf of **BAKER JARDINE AND ASSOCIATES LIMITED**

**Name: David Marsh**  
**Director**

) 

**Name: Simon Smoker**  
**Director**

) 

For and on behalf of DATA MARINE SYSTEMS LIMITED

Name: David Marsh  
Director

} *dlm*

Name: Simon Smoker  
Director


} *SSC*

For and on behalf of **INSENSYS OIL AND GAS LIMITED**

**Name: David Marsh**  
**Director**

) 

**Name: Simon Smoker**  
**Director**


) 

**For and on behalf of LASALLE ENGINEERING (HOLDINGS) LIMITED**

**Name: David Marsh**  
**Director**

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**Name: Simon Smoker**  
**Director**

), 



For and on behalf of M-I SWACO (UK) LIMITED

Name: David Marsh  
Director

) *dm*

Name: Simon Smoker  
Director


) *SS*

For and on behalf of **NETWORK OF EXCELLENCE IN TRAINING LIMITED**

**Name: David Marsh**  
**Director**

) 

**Name: Simon Smoker**  
**Director**

) 

For and on behalf of **ROCK DEFORMATION RESEARCH LIMITED**

Name: David Marsh  
Director

) 

Name: Simon Smoker  
Director

) 

**For and on behalf of ROCK DEFORMATION RESEARCH LIMITED**

**Name: David Marsh** )  
**Director** )

**Name: Patrice Hellouin de Cenival** )  
**Director** )

A handwritten signature in black ink, appearing to read 'Patrice Hellouin de Cenival', written over a horizontal line.

**Name: Simon Smoker** )  
**Director** )

For and on behalf of **SCHLUMBERGER SIS LIMITED**

**Name: David Marsh**  
**Director**

) *dm*

**Name: Simon Smoker**  
**Director**

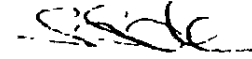
) *SS*

For and on behalf of SEISMOGRAPH SERVICE (ENGLAND) LIMITED

Name: David Marsh  
Director

) 

Name: Simon Smoker  
Director


) 

For and on behalf of **SEISMOGRAPH SERVICE LIMITED**

**Name: David Marsh**  
**Director**

) 

**Name: Simon Smoker**  
**Director**


) 

For and on behalf of **SPECIALISED PETROLEUM SERVICES INTERNATIONAL (BRANCH)  
LIMITED**

Name: David Marsh  
Director

) 

Name: Simon Smoker  
Director

) 



For and on behalf of **SPECIALISED PETROLEUM SERVICES INTERNATIONAL  
(HOLDINGS) LIMITED**

Name: David Marsh  
Director

) *del me*

Name: Simon Smoker  
Director

) *SSc*

For and on behalf of **SPECIALISED PETROLEUM SERVICES INTERNATIONAL LIMITED**

Name: David Marsh  
Director

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Name: Simon Smoker  
Director

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)



For and on behalf of SPT GROUP LIMITED

Name: David Marsh  
Director

)  
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Name: Patrice Hellouin De Cenival  
Director

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)

Name: Simon Smoker  
Director

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)



**For and on behalf of SPT Group Limited**

**Name: David Marsh  
Director**

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**Name: Patrice Heliouin de Cenival  
Director**

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**Name: Simon Smoker  
Director**

)

For and on behalf of WESTHILL REALISATIONS LIMITED

Name: David Marsh  
Director

)

*dm*

Name: Simon Smoker  
Director

)

*SS*

For and on behalf of @BALANCE UK LIMITED

Name: David Marsh  
Director

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Name: Gwenola Jacqueline Stephanie Boyault )  
Director )

Name: Simon Smoker  
Director

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For and on behalf of **@BALANCE UK LIMITED**

Name: David Marsh )  
Director )

Name: Gwenola Jacqueline Stephanie Boyault )  
Director )



Name: Simon Smoker )  
Director )

**For and on behalf of 3 D STABILISERS LIMITED**

**Name: David Marsh**  
**Director**


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**Name: Gwenola Jacqueline Stephanie Boyault** )  
**Director** )

**Name: Simon Smoker**  
**Director**

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**For and on behalf of 3 D STABILISERS LIMITED**


**Name: David Marsh** )  
**Director** )

**Name: Gwenola Jacqueline Stephanie Boyault** )  
**Director** )



**Name: Simon Smoker** )  
**Director** )

For and on behalf of **AXSIA HOWMAR LIMITED**

A handwritten signature in black ink, appearing to read 'MRH', with a long horizontal stroke extending to the right.

**Name: MARK ROMAN HIGGINS**  
**Director**

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For and on behalf of CAIRNTOUL WELL EQUIPMENT SERVICES LIMITED



Name: MARK ROMAN HIGGINS  
Director

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)

CAIRNTOUL WELL EQUIPMENT SERVICES LIMITED - Common Draft Terms of Merger

*[Mark Higgins signature page]*  
Schlumberger-Private

For and on behalf of CAIRNWELL MANAGEMENT SERVICES LTD




Name: MARK ROMAN HIGGINS  
Director

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CAIRNWELL MANAGEMENT SERVICES LTD - Common Draft Terms of Merger

[Mark Higgins signature pages]  
Schlumberger-Private

For and on behalf of CAMERON PRODUCTS LIMITED

  
Name: Mark Roman Higgins  
Director

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Name: Michael John Smart  
Director

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Schlumberger-Private

**For and on behalf of CAMERON PRODUCTS LIMITED**

**Name: Mark Roman Higgins  
Director**

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**Name: Michael John Smart  
Director**

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For and on behalf of CAMERON TECHNOLOGIES UK LIMITED

A handwritten signature in black ink, appearing to read 'MR Higgins', written over a horizontal line.

Name: MARK ROMAN HIGGINS  
Director

)  
)

For and on behalf of **CLEANCUT TECHNOLOGIES LIMITED**

Name: David Marsh  
Director

)



Name: Simon Smoker  
Director

)





For and on behalf of **INTERNATIONAL VALVES LIMITED**

A handwritten signature in black ink, appearing to read 'MR Higgins', with a stylized flourish at the end.

**Name: MARK ROMAN HIGGINS**  
**Director**

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**For and on behalf of ONESUBSEA PROCESSING UK LIMITED**

**Name: Simon Walter McCloud**  
**Director**

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**Name: Simon Smoker**  
**Director**

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For and on behalf of **ONESUBSEA PROCESSING UK LIMITED**

**Name: Simon Smoker**  
**Director**

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**Name: Simon Walter McCloud**  
**Director**

)  
)

For and on behalf of **PATHFINDER ENERGY SERVICES LIMITED**

Name: David Marsh )  
Director )

Name: Gwenola Jacqueline Stephanie Boyault )  
Director )

A handwritten signature in black ink, appearing to read 'Gwenola', with a large, stylized flourish extending from the end.

Name: Simon Smoker )  
Director )

For and on behalf of **PATHFINDER ENERGY SERVICES LIMITED**

**Name: David Marsh**  
**Director**

)  
)

*dlm*

**Name: Gwenola Jacqueline Stephanie Boyault** )  
**Director** )

**Name: Simon Smoker**  
**Director**

)  
)

*SSM*

For and on behalf of **SCHLUMBERGER EVALUATION AND PRODUCTION SERVICES (UK)  
LIMITED**

Name: David Marsh  
Director

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Handwritten signature of David Marsh in black ink.

Name: Simon Smoker  
Director

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)

Handwritten signature of Simon Smoker in black ink.

For and on behalf of SEISMOGRAPH SERVICE (U.K.) LIMITED

Name: David Marsh  
Director

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*dm md*

Name: Simon Smoker  
Director

}

*ssdc*

For and on behalf of UNITED WIRE LIMITED

Name: David Marsh  
Director

)



Name: Robert Ian Thomson  
Director

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Name: Simon Smoker  
Director

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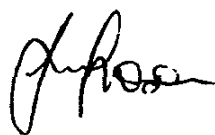


For and on behalf of UNITED WIRE LIMITED

Name: David Marsh )  
Director )

Name: Robert Ian Thomson )  
Director )

Name: Simon Smoker )  
Director )

A handwritten signature in black ink, appearing to read 'R. I. Thomson', is written over the signature line for Robert Ian Thomson.

For and on behalf of JISKOOT LIMITED



Name: Mark Roman Higgins  
Director

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)

Name: Michael John Smart  
Director

)  
)

Name: Mark Anthony Jiskoot  
Director

)  
)

**For and on behalf of JISKOOT LIMITED**

**Name: Mark Roman Higgins  
Director**

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**Name: Michael John Smart  
Director**

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**Name: Mark Anthony Jiskoot  
Director**

)  
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**[Common Draft Terms of Merger - Signature pages]**

**For and on behalf of JISKOOT LIMITED**

**Name: Mark Roman Higgins  
Director**

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**Name: Michael John Smart  
Director**

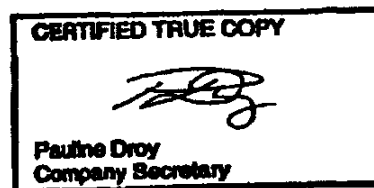
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**Name: Mark Anthony Jiskoot  
Director**

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A handwritten signature in black ink, appearing to be 'MR Higgins', written over a horizontal line.

*Company No 1686572*



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**PRIVATE COMPANY LIMITED BY SHARES**

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**NEW**  
**ARTICLES OF ASSOCIATION**  
**of**  
**SCHLUMBERGER UK HOLDINGS LIMITED**

**(adopted by special resolution passed on 31 October 2012)**

**Schlumberger Secretariat  
Schlumberger Plc  
Victory House  
Churchill Court  
Crawley  
West Sussex RH10 9LU**

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**PRIVATE COMPANY LIMITED BY SHARES**  
**NEW**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**SCHLUMBERGER UK HOLDINGS LIMITED**  
*(Company No 1686572)*  
(Adopted by special resolution passed on 31 October 2012)

**PART 1**  
**INTERPRETATION AND LIMITATION OF LIABILITY**

**1 EXCLUSION OF MODEL ARTICLES**

No articles set out in any statute or other instrument having statutory force apply to the company and the following are the company's articles of association

**2 DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

In the articles

"address", in relation to a communication made by electronic means, includes any number or address used for the purposes of that communication,

"alternate" or "alternate director" has the meaning given in article 27,

"appointor" has the meaning given in article 27,

"articles" means the company's articles of association,

"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,

"chairman" has the meaning given in article 13.

"chairman of the meeting" has the meaning given in article 51,

"Companies Act 2006" means the Companies Act 2006 including any statutory re-enactment or modification from time to time in force,

"Companies Acts" means the Companies Acts (as defined in s2 Companies Act 2006), in so far as they apply to the company,

"conflict of interest" has the meaning given in article 17,

"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 43,

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

**"electronic form"** has the meaning given in s1168 Companies Act 2006,

**"electronic means"** has the meaning given in s1168 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 s1168 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,

**"member"** has the meaning given in s112 Companies Act 2006,

**"ordinary resolution"** has the meaning given in s282 Companies Act 2006,

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

**"participate"**, in relation to a directors' meeting, has the meaning given in article 10,

**"permitted cause"** has the meaning given in article 19,

**"proxy notice"** has the meaning given in article 58,

**"proxy notification address"** has the meaning given in article 59,

**"qualifying person"** has the meaning given in s318 Companies Act 2006,

**"shares"** means shares in the company,

**"signed"**, in relation to anything in electronic form, includes authentication in such manner as the directors may decide,

**"special resolution"** has the meaning given in s283 Companies Act 2006,

**"subsidiary"** has the meaning given in s1159 Companies Act 2006,

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

**"written"** or **"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

## **2.2 Companies Act 2006 definitions**

Unless stated otherwise, other words or expressions contained in the articles bear the same meaning as in the Companies Act 2006

**3 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**

**4 DIRECTORS' GENERAL AUTHORITY**

Subject to the articles, 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. MEMBERS' RESERVE POWER**

**5 1 Members' directions**

The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

**5 2 Validity of directors' prior actions**

No such special resolution invalidates anything which the directors have done before the passing of the resolution

**6 DIRECTORS MAY DELEGATE**

**6 1 Scope of delegation**

Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles

- (a) to such person or to such committee (consisting of one or more directors),
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions,

as they decide

**6 2 Further delegation**

If the directors so specify, any delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

**6 3 Revocation and alteration of delegated power**

The directors may revoke any delegation in whole or part, or alter its terms and conditions

**7 COMMITTEES**

**7 1 Committee procedures**

Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors

**7 2 Directors' power to make procedural rules**

The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

**DECISION-MAKING BY DIRECTORS**

**8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

Decisions of the directors may be taken

- (a) at a directors' meeting, or
- (b) in the form of a directors' written resolution,

but, if the company only has one director and no provision of the articles requires it to have more than one director, the director may take decisions without regard to any provisions of the articles relating to directors' decision making

**9 CALLING A DIRECTORS' MEETING**

**9 1 Power to call directors' meetings**

Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give that notice

**9 2 Contents of notice**

Notice of any directors' meeting must indicate

- (a) its proposed date and time,
- (b) where it is to take place, and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

**9 3 Notice to each director**

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

**9 4 Waiver of entitlement to notice**

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

before, on or after the date on which the meeting is held. Where the 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

## **10 PARTICIPATION IN DIRECTORS' MEETINGS**

### **10.1 Participation conditions**

Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when

- (a) the meeting has been called and takes place in accordance with the articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

### **10.2 Irrelevant matters**

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

### **10.3 Deciding on place of meeting**

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

## **11 QUORUM FOR DIRECTORS' MEETINGS**

### **11.1 Quorum before voting**

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

### **11.2 Fixing of quorum**

The quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is two

## **12 MEETINGS WHERE TOTAL NUMBER OF DIRECTORS LESS THAN QUORUM**

### **12.1 Application**

This article applies where the total number of directors for the time being is less than the quorum for directors' meetings

### **12.2 Action if one director**

If there is only one director, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so

### **12.3 Action if more than one director**

If there is more than one director

- 
- (a) a directors' meeting may take place, if it is called in accordance with the articles and at least two directors participate in it, with a view to appointing sufficient directors to make up a quorum or calling a general meeting to do so, and
  - (b) if a directors' meeting is called but only one director attends at the appointed date and time to participate in it, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so

### **13 CHAIRING OF DIRECTORS' MEETINGS**

#### **13 1 Appointment of chairman**

The directors may appoint a director to chair their meetings

#### **13 2 Appointed person called chairman**

The person so appointed for the time being is known as the chairman

#### **13 3 Termination of chairman's appointment**

The directors may terminate the chairman's appointment at any time

#### **13 4 Alternative chairman**

If the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

### **14 VOTING AT DIRECTORS' MEETINGS: GENERAL RULES**

#### **14 1 Decisions at directors' meetings**

Subject to the articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors

#### **14 2 Number of votes**

Subject to the articles, each director participating in a directors' meeting has one vote

### **15 CASTING VOTE**

#### **15 1 Chairman's casting vote**

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 Exception**

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

**16 ALTERNATES VOTING AT DIRECTORS' MEETINGS**

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

- (a) not participating in a directors' meeting, and
- (b) would have been entitled to vote if they were participating in it

**17 AUTHORISING CONFLICTS OF INTEREST**

**17.1 Directors' power to authorise conflicts of interest**

The directors may, in accordance with this article, authorise a matter proposed to them which would, if not authorised, involve a breach by a director of his or her duty under s175 Companies Act 2006 to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the company's interests

**17.2 Interpretation**

A reference in the articles to a "conflict of interest" includes a conflict of interest and duty and a conflict of duties

**17.3 Authorisation in accordance with Companies Act 2006**

An authorisation referred to in article 17.1 is effective only if it is given in accordance with the requirements of the Companies Act 2006

**17.4 Authorisation by written resolution**

In the case of an authorisation given by resolution in writing

- (a) the resolution must be signed by all the directors, and
- (b) the number of directors that sign the resolution (disregarding the director in question and any other director who has a direct or indirect interest in the matter being authorised) must be not less than the number required to form a quorum

**17.5 Directors may prescribe terms of authorisation**

The directors may

- (a) authorise a matter pursuant to article 17.1 on such terms and for such duration, or impose such limits or conditions on it, as they may decide; and
- (b) vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it

**17.6 Examples of terms of authorisation**

Any terms, limits or conditions imposed by the directors in respect of their authorisation of a director's conflict of interest or possible conflict of interest (whether given pursuant to article 17.1 or otherwise) may provide that

- 
- (a) if the relevant director has (other than through his or her position as director) information in relation to the relevant matter in respect of which he or she owes a duty of confidentiality to another person, he or she is not obliged to disclose that information to the company or to use or apply it in performing his or her duties as a director,
  - (b) the director is to be excluded from discussions in relation to the relevant matter whether at a meeting of the directors or any committee of directors or otherwise,
  - (c) the director is not to be given any documents or other information in relation to the relevant matter, and
  - (d) the director may or may not vote (or may or may not be counted in the quorum) at a meeting of the directors or any committee of directors in relation to any resolution relating to the relevant matter

**17 7 No Infringement of duty**

A director does not infringe any duty which he or she owes to the company by virtue of ss171 to 177 Companies Act 2006 if that director acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of their authorisation of that director's conflict of interest or possible conflict of interest (whether given pursuant to article 17 1 or otherwise)

**18 ACCOUNTABILITY OF REMUNERATION AND BENEFITS**

**18 1 Directors permitted to retain benefits from situational conflicts**

A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration or other benefit which he or she derives from or in connection with a relationship involving a conflict of interest or possible conflict of interest which has been authorised by the directors (whether pursuant to article 17 1 or otherwise) or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation)

**18 2 Directors permitted to retain benefits from transactional conflicts**

If a director has disclosed to the directors the nature and extent of his or her interest (to the extent required by the Companies Act 2006) he or she is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration or other benefit which he or she derives from or in connection with

- (a) being a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is interested or a body corporate in which the company is interested,
- (b) acting (otherwise than as auditor) alone or through his or her organisation in a professional capacity for the company (and that director or his or her organisation is entitled to remuneration for professional services as if they were not a director), or



- (c) being a director or other officer of, or employed by, or otherwise interested in, the company's subsidiaries or any other body corporate in which the company is interested

**18 3 No breach of statutory duty not to accept benefits from third parties**

A director's receipt of any remuneration or other benefit referred to in articles 18 1 or 18 2 does not constitute an infringement of his or her duty under s176 Companies Act 2006.

**18 4 Transaction not liable to be avoided**

A transaction or arrangement referred to in articles 18 1 or 18 2 is not liable to be avoided on the ground of any remuneration, benefit or interest referred to those articles

**19 MEETINGS AND CONFLICTS OF INTEREST**

**19 1 Participation of interested directors**

If a directors' meeting, or part of a directors' meeting, is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested then

- (a) provided the director has declared the nature and extent of his or her interest to the other directors to the extent required by the Companies Act 2006, and
- (b) subject to the terms imposed by any authorisation given by the directors (whether pursuant to article 17 1 or otherwise) or by the company in general meeting

that director is to be counted as participating in that meeting, or part of a meeting, for quorum purposes and he or she may vote at that meeting or part of a meeting

**19 2 Interpretation**

For the purposes of this article

- (a) an interest of a person who is, for any purpose of the Companies Act 2006, "connected with" (within the meaning of s252 Companies Act 2006) a director is to be treated as an interest of the director, and
- (b) in relation to an alternate director, an interest of his or her appointor is to be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise and without prejudice to his or her ability to vote in relation to that transaction or arrangement on behalf of another appointor who does not have such an interest

**19 3 Chairman's rulings**

Subject to article 19 4, if a question arises at a meeting of the directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

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**19.4 Questions regarding the chairman**

If any question as to the right to participate in the meeting (or part of the meeting) arises in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

**19.5 Directors voting on appointments**

If it is proposed to appoint two or more directors to offices or employments with the company or with any body corporate in which the company is interested or to fix or vary the terms of those appointments, the proposals must be divided and considered in relation to each director separately. In that case, each of those directors (if not precluded from voting for another reason) may vote (and be counted in the quorum) in respect of each resolution except the resolution which relates to that director

**20 PROPOSING DIRECTORS' WRITTEN RESOLUTIONS**

**20.1 Proposal by a director**

Any director may propose a directors' written resolution

**20.2 Proposal by the company secretary**

The company secretary (if any) must propose a directors' written resolution if a director so requests

**20.3 Method of proposing**

A directors' written resolution is proposed by giving notice of the proposed resolution to the directors

**20.4 Content of notice**

Notice of a proposed directors' written resolution must indicate

- (a) the proposed resolution, and
- (b) the time by which it is proposed that the directors should adopt it

**20.5 Written notice to each director**

Notice of a proposed directors' written resolution must be given in writing to each director

**20.6 Adoption process**

Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith

**21. ADOPTION OF DIRECTORS' WRITTEN RESOLUTIONS**

**21 1 When written resolution adopted**

A proposed directors' written resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it, but only if those directors would have formed a quorum at such a meeting

**21 2 Immateriality of signing time**

It is immaterial whether any director signs the resolution before or after the time by which the notice proposed that it should be adopted

**21 3 How resolution to be treated**

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

**21 4 Record of directors' written resolutions**

The directors or the company secretary (if any) must ensure that the company keeps a record, in writing, of all directors' written resolutions for at least 10 years from the date of their adoption

**22 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

**APPOINTMENT OF DIRECTORS**

**23 METHODS OF APPOINTING DIRECTORS**

**23 1 How director appointed**

Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

- (a) by ordinary resolution, or
- (b) by a decision of the directors, or
- (c) by notice in writing made in accordance with article 24 3

**23 2 How director appointed if no members or directors**

In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.

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**23 3 Interpretation**

For the purposes of article 23 2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

**24 TERMINATION OF DIRECTOR'S APPOINTMENT**

**24 1 When director's appointment terminates automatically**

A person ceases to be a director as soon as

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) 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,
- (e) 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,
- (f) notification is received by the company from the director that the director is resigning from office, and the resignation has taken effect in accordance with its terms, or
- (g) that person and their alternate (if any) is absent from meetings of the directors for six successive months without the permission of the directors

**24 2 Company's power to appoint and remove directors**

The company in general meeting may appoint any person to be a director or remove any director from office

**24 3 Majority holder's power to appoint and remove directors**

The holder of at least 75% of the total voting rights of all members who have the right to vote at a general meeting may by notice in writing to the company signed by that holder appoint any person to be a director or remove any director from office

**24 4 Effect on service contract**

Any removal of a director pursuant to articles 24 2 or 24 3 is without prejudice to any claim the director may have for damages for breach of any service contract between that director and the company

**25 DIRECTORS' REMUNERATION**

**25 1 Directors' services**

Directors may perform any services for the company that the directors decide

**25 2 Remuneration for services**

Directors are entitled to such remuneration as the directors decide

- (a) for their services to the company as directors, and
- (b) for any other service which they perform for the company

**25 3 Form of remuneration and other arrangements**

Subject to the articles, a director's remuneration may take any form

**25 4 Accrual of remuneration**

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

**25 5 Pensions, gratuities and insurance**

The directors may make any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, or for or towards insurance to or in respect of any director or former director who is or was at any time in the employment or service of the company or any of the company's subsidiaries or any other body corporate in which the company is interested or any of their respective predecessors in business and that person's family and dependants

**26 DIRECTORS' EXPENSES**

The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) 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**

**27 APPOINTMENT AND REMOVAL OF ALTERNATES**

**27 1 Appointment of alternates**

Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

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(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

**27 2 Method of appointing or removing an alternate**

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

**27 3 Notice requirements**

The notice must

(a) identify the person to be appointed or removed as an alternate, and

(b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

**28 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

**28 1 Rights of alternate directors**

An alternate director has the same rights, in relation to a directors' meeting or directors' written resolution, as the alternate's appointor

**28 2 Status and responsibilities of alternate directors**

Except as the articles specify otherwise, alternate directors are

(a) deemed for all purposes to be directors,

(b) liable for their own acts and omissions,

(c) subject to the same restrictions as their appointors,

(d) not deemed to be agents of or for their appointors, and

(e) entitled to be indemnified by the company to the same extent as if they were directors

**28 3 Directors' meetings and written resolutions**

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 participating (but only if that person's appointor is not participating), and

(b) 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

**28 4 Remuneration**

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

**29 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, or
- (d) when the alternate's appointor's appointment as a director terminates

**PART 3  
SHARES AND DISTRIBUTIONS  
ISSUE OF SHARES**

**30 ALL SHARES TO BE FULLY PAID UP**

**30 1 Issue of only fully paid shares**

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

**30 2 Exception**

Article 30 1 does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum

**31 POWERS TO ISSUE SHARES**

**31 1 Power, rights and restrictions**

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 decided by ordinary resolution (or, failing such a decision, as the directors, may decide)

**31 2 Directors' power to allot shares**

All new shares are under the control of the directors who may allot and dispose of or grant options over them to any persons, and on any terms and in any manner, as the directors decide

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**31 3 Directors' power to allot shares when only one class of shares**

s550 Companies Act 2006 applies to the company while it only has one class of shares

**31 4 Exclusion of pre-emption rights**

ss561 and 562 Companies Act 2006 do not apply to any allotment by the company of equity securities

**31 5 Redeemable shares**

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. The directors may decide the terms, conditions and manner of redemption of any of those shares and must do so before the shares are allotted

**31 6 Variation of rights**

The following events do not constitute a variation of the rights attached to any class or classes of shares unless the terms of issue of that class or those classes expressly provide otherwise or unless the provisions of the articles are not followed

- (a) the issue of shares of any class in addition to shares of that class previously issued, or
- (b) the creation or issue of shares of a different class to that class (in the case where there is only one class of shares in issue) or to those classes (in any case where there are more than one class of shares in issue) which rank equally with or behind that class or those classes

**INTERESTS IN SHARES**

**32 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law and even when the company has notice, 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 bound by or may not 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 Obligation to issue share certificates**

The company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds

**33 2 Content of certificates**

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 up, and
- (d) any distinguishing numbers assigned to them

**33 3 Certificate may only cover one class of shares**

No certificate may be issued in respect of shares of more than one class

**33 4 Only one certificate for joint holders**

If more than one person holds a share, only one certificate may be issued in respect of it

**33 5 Execution of certificates**

Certificates must

- (a) have affixed to them the company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts

**34 REPLACEMENT SHARE CERTIFICATES**

**34 1 Right to a replacement certificate**

If a certificate issued in respect of a member's shares is

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed,

that member is entitled to be issued with a replacement certificate in respect of the same shares

**34 2 Consequential rights and obligations**

A member exercising the right to be issued with 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

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## **TRANSFER AND TRANSMISSION OF SHARES**

### **35 SHARE TRANSFERS**

#### **35 1 Form of share transfers**

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 2 No fee**

No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

#### **35 3 Retention of share transfers**

The company may retain any instrument of transfer which is registered

#### **35 4 When transferor ceases to hold a share**

*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 Directors' power to refuse transfers**

The directors may refuse to register the transfer of a share for any reason including if

- (a) the transfer is not lodged at the company's registered office or such other place as the directors have appointed,
- (b) the transfer is not accompanied by the certificate for the shares to which it relates, and such other evidence as the directors may reasonably require to show the transferor's right to make the transfer or the right of someone other than the transferor to make the transfer on the transferor's behalf,
- (c) the transfer is in respect of more than one class of share, or
- (d) the transfer is in favour of more than four transferees

#### **35 6 Return of transfer instrument**

If the directors refuse to register the transfer of a share, 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 Transmittee's title to shares**

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

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**36 2 No release from liabilities**

Nothing in the articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member

**36 3 Transmittee's rights**

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 4 When certain rights may be exercised**

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 holder's death or bankruptcy or otherwise, unless they become the holders of those shares

**36 5 Directors may give notice to transmittee**

The directors may

- (a) at any time give notice requiring a transmittee to choose either to become the holder of a share or to have it transferred to another person, and
- (b) (if the transmittee has not complied with the notice within 90 days starting on the day after it is given or such longer period as the directors may decide) withhold payment of all dividends or other money payable in respect of the share until the requirements of the notice have been complied with

**37 EXERCISE OF TRANSMITTEES' RIGHTS**

**37 1 How transmittee becomes a shareholder**

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 How transmittee transfers a share**

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 Effect of transfer executed by a transmittee**

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

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**38 TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a member 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 member before the transmittee's name has been entered in the register of members

**CONSOLIDATION OR DIVISION OF SHARES**

**39 SHARES RESULTING FROM A SUB-DIVISION**

Any resolution authorising the company to sub-divide its shares or any of them may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage or be subject to any restriction as compared with the others

**40 PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES**

**40 1 Application**

This article applies where

- (a) there has been a consolidation or division of shares, and
- (b) as a result, members are entitled to fractions of shares

**40 2 Directors' powers**

The directors may

- (a) sell the shares representing the fractions to any person including the company for the best price reasonably obtainable,
- (b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
- (c) distribute the net proceeds of sale in due proportion among the holders of the shares

**40 3 Distribution to a charity**

Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure decided by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland

**40 4 Transferee's obligations**

The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions

**40 5 Irregularities**

The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

### **41 PROCEDURE FOR DECLARING DIVIDENDS**

#### **41 1 Power to declare or pay dividends**

The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

#### **41 2 Directors' recommendation as to amount**

A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors

#### **41 3 Shareholders' rights**

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

#### **41 4 Basis of calculating dividends**

Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it

#### **41 5 Payment of interim dividends**

If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear

#### **41 6 Fixed rate dividends**

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

#### **41 7 Entitlement to a dividend**

The person entitled to any dividend is the holder of the share on the date decided by

(a) the resolution declaring the dividend in respect of that share, or

(b) (in the case of any interim dividend) the directors.

#### **41 8 Directors' liability**

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 incur by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

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## **42 CALCULATION OF DIVIDENDS**

### **42 1 How dividends calculated**

Except as otherwise provided by the articles or the rights attached to shares, all dividends must be

- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
- (b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid

### **42 2 Ranking for dividends**

If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly

### **42 3 No account taken of advanced payments**

For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount

## **43 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

### **43 1 Methods of payment**

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 made payable to the distribution recipient by post
  - (i) to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or
  - (ii) (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (c) sending a cheque made payable to such person by post to that person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
- (d) 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

### **43 2 Definition of "distribution recipient"**

In the articles, "distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable

- (a) the holder of the share,
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transferee

#### **44 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

#### **45 UNCLAIMED DISTRIBUTIONS**

##### **45 1 Use of unclaimed distributions**

All dividends or other sums which are

- (a) payable in respect of shares, and
- (b) 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

##### **45 2 Company not a trustee**

The payment of such a dividend or other sum into a separate account does not make the company a trustee in respect of it

##### **45 3 Forfeiture of unclaimed distributions**

If

- (a) 12 years have passed from the date on which a dividend or other sum became due for payment, and
- (b) 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

#### **46 NON-CASH DISTRIBUTIONS**

##### **46 1 Power to make non-cash distributions**

Subject to the terms of issue of a share, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other

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distribution payable in respect of the share by transferring non-cash assets of equivalent value (including shares or other securities in any company)

**46 2 Directors' powers to make arrangements**

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

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

**47 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**

**48 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

**48 1 Directors' capitalisation and appropriation powers**

Subject to the articles, the directors may, if they are so authorised by an ordinary resolution

- (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

**48 2 Basis of application**

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



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**48 3 New shares**

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

**48 4 New debentures**

A capitalised sum which has been 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

**48 5 Directors' supplementary powers**

Subject to the articles, the directors may

- (a) apply capitalised sums in accordance with article 48 3 and 48 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 MEMBERS  
ORGANISATION OF GENERAL MEETINGS**

**49 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

**49 1 Ability to exercise a speaking right**

A person 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

**49 2 Ability to exercise a voting right**

A person 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 those resolutions are passed at the same time as the votes of all the other persons attending the meeting

**49 3 Directors' power to make arrangements**

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

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**49 4 Immateriality of attending at different places**

*In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other*

**49 5 Attendance when at different places**

*Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them*

**50 QUORUM FOR GENERAL MEETINGS**

*No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum*

**51 CHAIRING GENERAL MEETINGS**

**51 1 The chairman to chair general meetings**

*If the directors have appointed a chairman, the chairman is entitled to chair general meetings if present and willing to do so*

**51 2 Alternative chairman**

*If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start*

(a) the directors present, or

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

*must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting*

**51 3 Interpretation: chairman of the meeting**

*The person chairing a meeting in accordance with this article is referred to as the "chairman of the meeting"*

**52 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

**52 1 Directors' rights to attend and speak**

*Directors may attend and speak at general meetings, whether or not they are members*

**52 2 Non-members' rights to attend and speak**

*The chairman of the meeting may permit other persons who are not*

(a) members of the company, or

- (b) otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting

### **53 ADJOURNMENT**

#### **53 1 Lack of quorum**

If the persons 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

- (a) the meeting is dissolved if the members or any of them required the meeting to be called or the members or any of them called the meeting, or
- (b) otherwise
  - (i) the chairman of the meeting must adjourn it, and
  - (ii) if at the adjourned meeting a quorum is not present or ceases to be present, one qualifying person present is a quorum

#### **53 2 Chairman's power to adjourn**

The chairman of the 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 meeting that an adjournment is necessary to
  - (i) protect the safety of any person attending the meeting,
  - (ii) ensure that the business of the meeting is conducted in an orderly manner, or
  - (iii) enable all the members present to take part in the debate and to vote

#### **53 3 Power of meeting to require adjournment**

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

#### **53 4 Time, date and place of adjourned meeting**

When adjourning a general meeting, the chairman of the meeting must

- (a) either specify the time, date and place to which it is adjourned or state that it is to continue at a time, date and place to be fixed by the directors, and
- (b) have regard to any directions as to the time, date and place of any adjournment which have been given by the meeting

**53 5 Notice of an adjourned meeting**

If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least seven 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 that notice is required to contain

**53 6 Business at an adjourned meeting**

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**

**54 VOTING: GENERAL**

**54 1 Voting methods**

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

**54 2 Votes of members on a show of hands**

On a show of hands, each member present in person has one vote

**54 3 Votes of proxies on a show of hands**

Each proxy present in person who has been duly appointed by one or more members entitled to vote on a resolution has one vote

**54 4 Votes of proxies on a show of hands where multiple appointors**

But each proxy present in person has one vote for and one vote against a resolution if the proxy has been duly appointed by more than one member entitled to vote on the resolution and

- (a) the proxy 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,
- (b) the proxy has been instructed by one or more of those members to vote for the resolution and has been given any discretion by one or more other of those members to vote and the proxy exercises that discretion to vote against it, or
- (c) the proxy has been instructed by one or more of those members to vote against the resolution and has been given any discretion by one or more other of those members to vote and the proxy exercises that discretion to vote for it

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**54 5 Votes of corporate representatives on a show of hands**

Each duly authorised representative present in person of a member that is a corporation has one vote

**54 6 Votes on a poll**

On a poll, each member present in person or by proxy or (being a corporation) by a duly authorised representative has one vote for each share held by the member

**54 7 Interpretation**

But articles 54 2 to 54 6 are subject to any rights or restrictions attached to any shares

**54 8 A proxy's obligations to vote**

The company is entitled to assume without enquiry that a proxy has complied with any obligation to vote in accordance with instructions given by the member by whom the proxy is appointed. The validity of anything done at a meeting is not affected by any failure by a proxy to comply with such an obligation

**55 ERRORS AND DISPUTES**

**55 1 Voting objections**

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

**55 2 Chairman to decide on voting objections**

Any objection permitted by article 55 1 must be referred to the chairman of the meeting, whose decision is final

**56 POLL VOTES**

**56 1 When a poll can be demanded**

A poll on a resolution may be demanded either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

**56 2 Who may demand a poll**

A poll may be demanded by

- (a) the chairman of the meeting, and
- (b) at least one member having the right to vote on the resolution

**56 3 Withdrawal of a demand for a poll**

A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken, and

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(b) the chairman of the meeting consents to the withdrawal

**57 PROCEDURE ON A POLL**

**57 1 Chairman's power**

Subject to the articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs.

**57 2 Scrutineers**

The chairman of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared

**57 3 Poll result**

The result of a poll is to be treated as the decision of the meeting in respect of the resolution on which the poll is demanded

**57 4 Polls to be taken immediately**

A poll on

(a) the election of the chairman of the meeting, or

(b) a question of adjournment,

must be taken immediately

**57 5 Timing of other polls**

Other polls must be taken within 30 days of their being demanded

**57 6 Continuance of general meeting**

A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded

**57 7 When notice of poll not required**

No notice need be given of a poll not taken immediately if the time, date and place at which it is to be taken are announced at the meeting at which it is demanded

**57 8 Notice of a poll**

In any other case, at least seven clear days' notice (that is, excluding the day on which the poll is to be taken and the day on which the notice is given) must be given specifying the time, date and place at which the poll is to be taken

**58 CONTENT OF PROXY NOTICES**

**58 1 Content requirement**

Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

- (a) states the name and address of the member appointing the proxy,
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the member appointing the proxy, 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

**58 2 Form of proxy notices**

The directors may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

**58 3 Proxy voting**

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 resolutions

**58 4 Ancillary rights of proxies**

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

**59 DELIVERY OF PROXY NOTICES**

**59 1 Proxy notification address**

A notice of a general meeting must specify the address or addresses (each a "proxy notification address") at which the company will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or (unless the directors decide otherwise in relation to a specific general meeting) electronic form

**59 2 Rights of appointor**

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

**59 3 Delivery before a meeting or adjourned meeting**

Subject to article 59 4 and 59 5, a proxy notice must be delivered to a proxy notification address not less than 48 hours before the general meeting or adjourned meeting to which it relates

**59 4 Delivery before a poll taken more than 48 hours after a demand**

In the case of a poll taken more than 48 hours after it is demanded, the proxy notice must be delivered to a proxy notification address not less than 24 hours before the time appointed for the taking of the poll

**59 5 Delivery before a poll taken in other cases**

In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered

- (a) in accordance with article 59 3, or
- (b) at the meeting at which the poll was demanded to the chairman, secretary (if any) or any director

**59 6 Calculating periods of time**

In calculating the periods mentioned in article 59 3 and 59 4, no account is to be taken of any part of a day that is not a working day, unless the directors decide otherwise in relation to a specific general meeting

**59 7 Revocation of proxy appointment**

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 to a proxy notification address

**59 8 When revocation takes effect**

A notice revoking a proxy appointment only takes effect if it is delivered before

- (a) the start of the meeting or adjourned meeting to which it relates, or
- (b) (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates

**59 9 Supporting evidence**

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 appointor's behalf

**60 AMENDMENTS TO RESOLUTIONS**

**60 1 Ordinary resolutions**

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 meeting may decide), and



- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

**60 2 Special resolutions**

A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

- (a) the chairman of the 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

**60 3 Chairman's decisions**

If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

**APPLICATION OF RULES TO CLASS MEETINGS**

**61 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

**PART 5  
ADMINISTRATIVE ARRANGEMENTS**

**62 MEANS OF COMMUNICATION TO BE USED**

**62 1 Communications by or to the company**

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 Act 2006 provides 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

**62 2 Website communication by the company**

Subject to the articles, anything sent or supplied by the company (whether or not under the articles) may be sent or supplied by making it available on a website in accordance with the Companies Act 2006

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**62 3 Members with no registered address in the United Kingdom**

A member who (having no registered address in the United Kingdom) has not supplied to the company an address within the United Kingdom for the service of documents and information is not entitled to receive any document or information from the company

**62 4 Deemed delivery of documents and information**

Subject to the articles, anything sent or supplied by the company (whether or not under the articles) is deemed to have been received by the intended recipient at the time when the Companies Act 2006 provides for it to have been deemed received by that person except that

- (a) in calculating a period of hours for this purpose, it is immaterial whether a day is a working day or not, and
- (b) if anything is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom and the company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient on the day after the day on which it was posted (unless it was sent by second class post in which case it is deemed to have been received on the day next but one after it was posted)

**62 5 Joint holders**

In relation to documents or information to be sent or supplied to joint holders of shares, anything to be agreed or specified by all the joint holders may be agreed or specified by the joint holder whose name appears first in the register of members

**62 6 Communications to directors**

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

**62 7 Deemed receipt of communications to directors**

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

**63 COMPANY SEALS**

**63 1 Directors must authorise use of seal**

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

**63 2 Directors to decide on use of seal**

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

**63 3 Affixing of seal**

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

**63 4 Who is an authorised person**

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

**64. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member

**65 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

**66 AUTHENTICATION OF DOCUMENTS**

Any director or the company secretary (if any) or any person appointed by the directors for the purpose may authenticate any documents which are required to be authenticated by the company

**DIRECTORS' INDEMNITY AND INSURANCE**

**67 INDEMNITY**

**67 1** In this article 67, the expression "Indemnified Person" shall refer to every present and former director, alternate director, secretary or other officer or employee of the Company, including any Senior Accounting Officer appointed in accordance with Income & Corporation Taxes legislation, but excluding any present or former auditor

**67 2** Subject to article 67 3 but without prejudice to any indemnity to which any Indemnified Person may otherwise be entitled, the directors of the Company may exercise the powers of the Company to indemnify any Indemnified Person against

- a) all liabilities, costs, charges and expenses incurred by him in the execution and discharge of his duties to the Company and any associated company of the Company (as defined by the Companies Act 2006 for these purposes),
- b) all liabilities, costs, charges and expenses incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged

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to be done or omitted by him as a director, officer or employee of the Company or an associated company,

- c) all liabilities, costs, charges and expenses incurred by him in appealing against any penalty assessed by HM Revenue & Customs or other regulatory body

67 3 Such indemnity shall not extend to any liability arising out of the fraud or dishonesty of the relevant Indemnified Person (or the obtaining of any personal profit or advantage to which the relevant Indemnified Person was not entitled) and no Indemnified Person shall be entitled to be indemnified for

- a) any liability incurred by him to the Company or any associated company of the Company (as defined by the Act for these purposes),
- b) any fine imposed in any criminal proceedings,
- c) any sum payable to HM Revenue & Customs or other regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising,
- d) any amount for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final,
- e) any amount for which he has become liable in defending any civil proceedings brought by the Company or any associated company in which a final judgment has been given against him, and
- f) any amount for which he has become liable in connection with any application under sections 661(3) or (4) or 1157 of the Companies Act 2006 in which the court refuses to grant him relief and such refusal has become final

67 4 Every Indemnified Person shall be provided with funds by the Company (directly or indirectly) to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a director, officer or employee of the Company or any associated company, provided that he will be obliged to repay such amount no later than

- a) in the event that he is convicted in proceedings, the date when the conviction becomes final,
- b) in the event of judgment being given against him in proceedings, the date when the judgment becomes final (except that such amount need not be repaid to the extent that the expenditure is recoverable under a valid indemnity given to him by the Company), or

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- c) in the event that the court refuses to grant him relief on any application under sections 661(3) or (4) or 1157 of the Companies Act 2006, the date when the refusal becomes final

**68. INSURANCE**

The Company shall have power to purchase and maintain for any Indemnified Person and for any director, secretary or other officer or employee of an associated company insurance against any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company of the Company or otherwise in connection with his duties, powers or office

Country	Company Name	Legal Form / Incorporation	Registered Office	Company Number	Director(s)	Company Name	Incorporation Date	Company Name
Scotland	BAKER JARDINE AND ASSOCIATES LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Perennine House Perennine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6LL	SC095150	David Marsh (Director) Simon Smoker (Director and Secretary)	TYLERONE LIMITED	18 September 1985	BAKER JARDINE AND ASSOCIATES LIMITED on 09 October 1985
Scotland	DATA MARINE SYSTEMS LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Perennine House Perennine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6LL	SC111399	David Marsh (Director) Simon Smoker (Director and Secretary)	DEALMATION LIMITED	06 June 1988	DATA MARINE SYSTEMS LIMITED on 18 August 1988
England	INSENSYS OIL AND GAS LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gt. Wic. Airport, West Sussex, RH16 0NZ	598126	David Marsh (Director) Simon Smoker (Director and Secretary)	SHOO 273 LIMITED	10 October 2006	INSENSYS OIL AND GAS LIMITED on 13 November 2006
Scotland	LASALLE ENGINEERING (HOLDINGS) LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Perennine House Perennine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6LL	SC110627	David Marsh (Director) Simon Smoker (Director and Secretary)	LASALLE ENGINEERING (HOLDINGS) LIMITED	15 March 1991	
Scotland	M-I SWACO (UK) LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Perennine House Perennine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6LL	SC23479	David Marsh (Director) Simon Smoker (Director and Secretary)	LOTHIAN FIFTY (913) LIMITED	06 September 2002	M-I SWACO (UK) LIMITED on 24 Sep 2002
England	NETWORK OF EXCELLENCE IN TRAINING LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gt. Wic. Airport, West Sussex, United Kingdom, RH16 0NZ	4399071	David Marsh (Director) Simon Smoker (Director and Secretary)	NETWORK OF EXCELLENCE IN TRAINING LIMITED	07 March 2002	NETWORK OF EXCELLENCE IN TRAINING LIMITED on 12 March 2002
England	ROCK DEFORMATION RESEARCH LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gt. Wic. Airport, West Sussex, RH16 0NZ	3791808	David Marsh (Director) Patrice Helouin De Camvel (Director) Simon Smoker (Director and Secretary)	ROCK DEFORMATION RESEARCH LIMITED	18 June 1999	
England	SCHLUMBERGER SIS LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gt. Wic. Airport, West Sussex, RH16 0NZ	04830076	David Marsh (Director) Simon Smoker (Director and Secretary)	SCHLUMBERGER SIS LIMITED	11 July 2003	SCHLUMBERGER SIS LIMITED on 15 October 2003
England	SEISMOGRAPH SERVICE (ENGLAND) LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gt. Wic. Airport, West Sussex, RH16 0NZ	00479770	David Marsh (Director) Simon Smoker (Director and Secretary)	SEISMOGRAPH SERVICE (ENGLAND) LIMITED	18 March 1950	
England	SEISMOGRAPH SERVICE LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gt. Wic. Airport, West Sussex, RH16 0NZ	00409808	David Marsh (Director) Simon Smoker (Director and Secretary)	SEISMOGRAPH SERVICE LIMITED	06 May 1946	
England	SPECIALISED PETROLEUM SERVICES INTERNATIONAL (BRANCH) LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gt. Wic. Airport, West Sussex, RH16 0NZ	02651838	David Marsh (Director) Simon Smoker (Director and Secretary)	SPECIALISED PETROLEUM SERVICES LIMITED	11 November 1991	SPS-AFOS INTERNATIONAL (BRANCH) LIMITED on 07 June 2000 SPECIALISED PETROLEUM SERVICES INTERNATIONAL (BRANCH) LIMITED on 14 August 2002

Scotland	SPECIALISED PETROLEUM SERVICES INTERNATIONAL (HOLDINGS) LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Petrefine House Petrefine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6L	SC195483	David Marsh (Director) Simon Smoker (Director and Secretary)	LEDGE 480 LIMITED	27 April 1999	AFOS GROUP LIMITED on 07 October 1999 SPS-AFOS INTERNATIONAL (HOLDINGS) LIMITED on 05 June 2000 SPECIALISED PETROLEUM SERVICES INTERNATIONAL (HOLDINGS) LIMITED on 14 August 2002
Scotland	SPECIALISED PETROLEUM SERVICES INTERNATIONAL LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Petrefine House Petrefine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6L	SC071516	David Marsh (Director) Simon Smoker (Director and Secretary)	ABERDEEN FILTRATION AND OILFIELD SERVICES LIMITED	21 May 1980	AFOS INTERNATIONAL LIMITED on 15 Oct 1992 SPS-AFOS INTERNATIONAL LIMITED on 05 Jun 2000 SPECIALISED PETROLEUM SERVICES INTERNATIONAL LIMITED on 14 Aug 2002
England	SPT GROUP LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gairwick Airport, West Sussex, RH6 0NZ	06873041	David Marsh (Director) Petrone Hellobon De Cernval (Director) Simon Smoker (Director and Secretary)	SCANDPOWER LIMITED	19 December 1991	SCANDPOWER PETROLEUM TECHNOLOGY LIMITED on 27 March 2003 SPT GROUP LIMITED on 25 Jul 2007
Scotland	WESTHILL REALISATIONS LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Petrefine House Petrefine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6L	SC17624	David Marsh (Director) Simon Smoker (Director and Secretary)	XYNOGEN LIMITED	02 March 2007	WESTHILL REALISATIONS LIMITED on 29 November 2010
England	@BALANCE UK LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gairwick Airport, West Sussex, RH6 0NZ	05980110	David Marsh (Director) Geonola Jacqueline Stephanie Boyault (Director) Simon Smoker (Director and Secretary)	@BALANCE UK LIMITED	09 October 2006	
Scotland	3 D STABILISERS LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Petrefine House Petrefine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6L	SC135278	David Marsh (Director) Geonola Jacqueline Stephanie Boyault (Director) Simon Smoker (Director and Secretary)	LEDGE 101 LIMITED	09 January 1992	3 D STABILISERS LIMITED on 02 April 1992
England	AXSIA HONMAR LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	100 New Bridge Street, London, United Kingdom, EC4V 6UA	00961792	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary)	HONMAR INTERNATIONAL LIMITED	11 September 1999	AXSIA HONMAR LIMITED on 02 March 1998
Scotland	CAIRNTOL WELL EQUIPMENT SERVICES LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	MILLAR & BRICE LIMITED, Bonnington Road 2, Edinburgh, EH6 5AP	SC159191	7700 SECRETARIAL LTD (Secretary) ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary)	CAIRNTOL WELL EQUIPMENT SERVICES LIMITED	14 July 1995	

Country	Legal Entity Name in Home Jurisdiction	Legal Form of Company as stated by authority in home jurisdiction	Registered Office	Company Number	Persons in Charge	History, dates with name	Start/finish dates	Company's company name
Scotland	CAIRNWELL MANAGEMENT SERVICES LTD	A private company limited by shares incorporated under and governed by laws of Scotland	Indilar & Bryce Limited Bonnington Road, 2 Anderson Place, Edinburgh, EH6 5NP	SC267971	7006 SECRETARIAL LTD (Secretary) ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary)	CAIRNWELL MANAGEMENT SERVICES LTD 03 November 2009		
England	CAMERON PRODUCTS LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	100 New Bridge Street, London, United Kingdom, EC4V 6JA	02106584	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary) Michael John Smart (Director)	DINAPPA (NUMBER 415) LIMITED 05 March 1987	SERCK BAKER LIMITED on 06 August 1987 ANSA SERCK BAKER LIMITED on 19 February 1998 NATCO UK LIMITED on 13 December 2006 CAMERON PRODUCTS LIMITED on 30 March 2010	
England	CAMERON TECHNOLOGIES UK LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	100 New Bridge Street, London, EC4V 6JA	03440964	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary)	FORAY 1066 LIMITED 29 September 1997	BARTON INSTRUMENT SYSTEMS LIMITED on 18 February 1998 CAMERON TECHNOLOGIES UK LIMITED on 29 December 2006	
Scotland	CLEANCUT TECHNOLOGIES LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB37 6JA	SC211751	David Marsh (Director) Simon Smoller (Director and Secretary)	W M & S (2709) LIMITED 09 October 2000	CLYDE BERGEMANN MATERIALS LIMITED on 14 December 2000 CLYDE BERGEMANN MATERIALS HANDLING LIMITED on 01 March 2001 CLYDE MATERIALS HANDLING LIMITED on 07 March 2001 CLYDE BLOWERS LIMITED on 17 May 2001 CLEANCUT TECHNOLOGIES LIMITED on 15 October 2002	
England	INTERNATIONAL VALVES LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	100 New Bridge Street, London, EC4V 6JA	02561616	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Roman Higgins (Director and Secretary)	INTERNATIONAL VALVES LIMITED 23 November 1990		
Scotland	ONESUBSEA PROCESSING UK LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	100 Union Street, Aberdeen, AB10 1QR	SC237293	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Simon Smoller (Secretary and Director) Simon Walter McCloud (Director)	FRAMO ENGINEERING UK LTD 24 September 2002	ONESUBSEA PROCESSING UK LIMITED on 04 July 2013	



Country	Parent/Shareholder Name	Legal Form of Company and Place of Incorporation	Registered Office	Company Number	Director(s)	Company Name	Registration Date	Company Name
England	PATHFINDER ENERGY SERVICES LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gairwick Airport, West Sussex, United Kingdom, RH6 0NZ	03709500	David Marsh (Director) Gwenola Jacqueline Stephanie Reynault (Director) Simon Smolker (Director and Secretary)	PATHFINDER ENERGY SERVICES LIMITED	02 February 1999	
England	SCHLUMBERGER EVALUATION AND PRODUCTION SERVICES (UK) LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gairwick Airport, West Sussex, RH6 0NZ	00548680	David Marsh (Director) Simon Smolker (Director and Secretary)	SANGAMO WESTON CONTROLS LIMITED	04 May 1995	SCHLUMBERGER EXPLORATION AND RESERVOIR SERVICES (UK) LIMITED on 04 January 1991 SCHLUMBERGER EVALUATION AND PRODUCTION SERVICES (UK) LIMITED on 01 April 1992
England	SEISMOGRAPH SERVICE (U.K.) LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	Schlumberger House Buckingham Gate, Gairwick Airport, West Sussex, RH6 0NZ	01579378	David Marsh (Director) Simon Smolker (Director and Secretary)	SEISMOGRAPH SERVICE (NORTH SEA) LIMITED	11 August 1981	SEISMOGRAPH SERVICE (U.K.) LIMITED on 18 May 1983
Scotland	UNITED WIRE LIMITED	A private company limited by shares incorporated under and governed by laws of Scotland	Peregrine House Peregrine Road, Westhill Business Park, Westhill, Aberdeenshire, Scotland, AB32 6A	SC001878	David Marsh (Director) Robert Ian Thomson (Director) Simon Smolker (Director and Secretary)	UNITED WIRE LIMITED	9 July 1989	
England	JISKOOT LIMITED	A private company limited by shares incorporated under and governed by laws of England and Wales	100 New Bridge Street, London, EC4V 6AA	01834943	ABOGADO NOMINEES LIMITED (Secretary) Gina Ann Karathanos (Secretary) Mark Anthony Jiskoot (Director) Mark Roman Haggart (Director and Secretary) Michael John Smart (Director)	Cablejust Limited on 23 Jul 1984	23 July 1984	JISKOOT AUTOCONTROL LIMITED (4 Sept 1985 - 4 Apr 2005), Cablejust Limited (23 Jul 1984 - 4 Sept 1985)

**Part B - The UK Companies (Shareholders, Consideration Shares and Security Information)**

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
1.	BAKER JARDINE AND ASSOCIATES LIMITED SC095150	Schlumberger UK Holdings Ltd	50,000 ordinary shares of £1.00	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	Bond & floating charge Created: 27 October 1989. Delivered: 8 November 1989. Status: Outstanding. Persons entitled: The Governor and Company of the Bank of Scotland
2.	DATA MARINE SYSTEMS LIMITED SC111399	Schlumberger SIS Ltd	40,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied
3.	INSENSYS OIL AND GAS LIMITED 05961426	Schlumberger UK Holdings Ltd	418,788 A preferred shares of £0.01 each; 390,663 A2 preferred shares of £0.01 each; 936,219 ordinary shares of £0.01 each	For every 1 ordinary share of £0.01 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	Charge of deposit Created: 10 May 2007. Delivered: 15 May 2007. Status: Outstanding Persons entitled: National Westminster Bank PLC
4.	LASALLE ENGINEERING (HOLDINGS) LIMITED SC130627	Schlumberger UK Holdings Ltd	459,770 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied

(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
			Transferee	
5. M-I SWACO (UK) LIMITED SC236479	MI Holdings (UK) Ltd	1 ordinary share of £1.00	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied
6. NETWORK OF EXCELLENCE IN TRAINING LIMITED 04389071	Schlumberger Oilfield UK plc	1 ordinary share of £1.00	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
7. ROCK DEFORMATION RESEARCH LIMITED 03791808	Schlumberger Oilfield UK plc	15 ordinary shares of £0.10 each	For every 1 ordinary share of £0.10 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	Charge code 0379 1808 0002 Created: 5 February 2014. Delivered: 7 February 2014. Status: Outstanding Persons entitled: National Westminster Bank PLC
8. SCHLUMBERGER SIS LIMITED 04830026	Schlumberger UK Holdings Ltd	100 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
9.	SEISMOGRAPH SERVICE (ENGLAND) LIMITED 00479770	Seismograph Service Limited	5000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
10.	SEISMOGRAPH SERVICE LIMITED 00409888	Schlumberger UK Holdings Ltd	300,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
11.	SPECIALISED PETROLEUM SERVICES INTERNATIONAL (BRANCH) LIMITED 02661838	Specialised Petroleum Services Group Ltd	400 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied
12.	SPECIALISED PETROLEUM SERVICES INTERNATIONAL (HOLDINGS) LIMITED SC195693	Specialised Petroleum Services Group Ltd	600,000 A ordinary shares of £0.50 each 250,000 B ordinary shares of £0.50 each 42,937,004 ordinary shares of £0.50 each	For every 1 ordinary share of £0.50 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied
13.	SPECIALISED PETROLEUM SERVICES INTERNATIONAL	Specialised Petroleum Services Group Ltd	250,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a	All satisfied

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
	LIMITED SC071516			shareholder shall receive 1 ordinary share of £1.00 in the Transferee	
14.	SPT GROUP LIMITED 02673041	Schlumberger Oilfield UK plc	1 ordinary share of £1.00	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	Rent deposit deed Created: 27 June 2012. Delivered: 4 July 2012. Status: Outstanding Persons entitled: University of Surrey  Rent deposit deed Created: 19 September 2007. Delivered: 20 September 2007. Status: Outstanding Persons entitled: University of Surrey
15.	WESTHILL REALISATIONS LIMITED SC317624	Schlumberger UK Holdings Ltd	37,500 A ordinary shares of £0.50 each 12,500 B ordinary shares of £0.50 each	For every 1 A ordinary share of £0.50 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
16.	@BALANCE UK LIMITED 05960110	Schlumberger UK Ltd	10 A ordinary shares of £1.00 each	For every 1 A ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
				Transferee	
17.	3 D STABILISERS LIMITED SC135878	Pathfinder Energy Services Ltd	100 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
18.	AXSIA HOWMAR LIMITED 00961792	Cameron Petroleum (UK) Ltd	600,200 deferred ordinary shares of £1.00 each 100 ordinary shares of \$1.00 each	For every 1 ordinary share of \$1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	Charge of deposit Created: 2 April 2001. Delivered: 5 April 2001. Status: Outstanding Persons entitled: National Westminster Bank PLC
19.	CAIRNTOUL WELL EQUIPMENT SERVICES LIMITED SC159191	Cameron Petroleum (UK) Ltd	5,450 A ordinary shares of £1.00 each 1,136 B ordinary shares of £1.00 each	For every 1 A ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	Floating charge Created: 17 November 2008. Delivered: 19 November 2008. Status: Outstanding Persons entitled: Royal Bank of Scotland PLC
20.	CAIRNWELL MANAGEMENT SERVICES LTD SC367971	Cameron Petroleum (UK) Ltd	10,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied

(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
21. CAMERON PRODUCTS LIMITED 02106584	Cameron Petroleum (UK) Ltd	2 ordinary shares of £1.00 each 100 ordinary shares of \$1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	Security agreement and guarantee Created: 15 March 2004. Delivered: 25 March 2004. Status: Outstanding Persons entitled: HSBC Bank PLC (The UK Agent) as Agent and Trustee for the U.K. Lenders  Charge of deposit Created: 5 April 2001. Delivered: 11 April 2001. Status: Outstanding Persons entitled: National Westminster Bank PLC
22. CAMERON TECHNOLOGIES UK LIMITED 03440964	Cameron Petroleum (UK) Ltd	500,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	Licence to assign Created: 14 May 1998. Delivered: 21 May 1998. Status: Outstanding Persons entitled: J Leon & Company Limited
23. CLEAN CUT TECHNOLOGIES LIMITED SC211751	MI Holdings (UK) Ltd	465,517 deferred shares of £1.00 each 2,800,934 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied

	(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
24.	INTERNATIONAL VALVES LIMITED 02561616	Cameron Petroleum (UK) Ltd	70 A ordinary shares of £1.00 each 30 B ordinary shares of £1.00 each	For every 1 A ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied
25.	ONESUBSEA PROCESSING UK LIMITED SC237293	OneSubsea Processing AS	30,000 ordinary shares of £10.00 each	For every 1 ordinary share of £10.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
26.	PATHFINDER ENERGY SERVICES LIMITED 03709500	Pathfinder Energy Services Holding BV	15,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
27.	SCHLUMBERGER EVALUATION AND PRODUCTION SERVICES (UK) LIMITED 00548680	Schlumberger UK Holdings Ltd	6,418,100 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	None registered
28.	SEISMOGRAPH SERVICE (U.K.) LIMITED	Seismograph Service (England) Ltd	1,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a	None registered



(A) Company name and number	(B) Name of shareholder(s)	(C) Shareholding held in UK Company	(D) Share exchange ratio	(E) Charges or other security
01579378			shareholder shall receive 1 ordinary share of £1.00 in the Transferee	
29. UNITED WIRE LIMITED SC001878	MI Holdings (UK) Ltd	120,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	Standard security Created: 30 November 1999. Delivered: 14 December 1999. Status: Outstanding Persons entitled: National Westminster Bank PLC  Standard security Created: 30 November 1999. Delivered: 14 December 1999. Status: Outstanding Persons entitled: National Westminster Bank PLC
30. JISKOOT LIMITED 01834943	Jalkoot Holdings Limited	100,000 ordinary shares of £1.00 each	For every 1 ordinary share of £1.00 in the capital of the relevant Transferor, a shareholder shall receive 1 ordinary share of £1.00 in the Transferee	All satisfied