

**THE COMPANIES ACTS 1948 TO 1967
THE COMPANIES ACT 1985**

**COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL**

Memorandum of Association

OF

**THE OFFSHORE POLLUTION LIABILITY
ASSOCIATION LIMITED**

(As amended by Special Resolutions dated 12th September, 1975 and 4 July, 1996)

1. The name of the Company is "THE OFFSHORE POLLUTION LIABILITY ASSOCIATION LIMITED".
2. The registered office of the Company (hereinafter called "the Association") will be situated in England.
3. The objects for which the Association is established are:
 - (1) To supervise and administer the operation of an Agreement (known as "The Offshore Pollution Liability Agreement" and hereinafter referred to as "OPOL") substantially in the form of the draft which has for the purpose of identification been signed by two of the subscribers of this Memorandum of Association and which concerns compensation for pollution damage and reimbursement for the cost of remedial measures resulting from a discharge of oil from any fixed or mobile installation used for the purpose of the exploration for, or the production, treatment, storage or transportation of, crude oil, condensate or natural gas liquids from the seabed or its subsoil (hereinafter referred to as "offshore oil operations").
 - (2) To enter into such arrangements as may be necessary to facilitate the supervision and administration of OPOL.
 - (3) To administer the payment of any sum which is or may become due to any individual, partnership, public or private body (whether incorporated or not), or to the Government of any State recognised as such under international law or custom or to any public body or authority (municipal, local or otherwise) within any such State under or in respect of claims under OPOL for compensation for direct loss or damage by contamination from an escape or discharge of oil into the sea and the reimbursement of costs incurred to prevent, mitigate or eliminate pollution damage following such an escape or discharge.
 - (4) To take part in the deliberations of other bodies so far as may be necessary for the attainment of the objects of the Association.
 - (5) To acquire by any means any real or personal property or rights whatsoever, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Association.

- (6) To improve, manage, develop, grant rights or privileges in respect of, or otherwise deal with all or any part of the property and rights of the Association.
- (7) To pay for any property or rights acquired by the Association and to remunerate any person either in cash or by the allotment of debentures or other securities of the Association credited as fully or partly paid up, or otherwise.
- (8) To acquire and hold shares, debentures or other securities of any other company and otherwise invest and deal with the moneys of the Association.
- (9) To lend money or give credit to such persons on such terms as may seem expedient.
- (10) To borrow money and to secure such money by mortgage, charge or lien upon the whole or any part of the Association's undertaking and property (whether present or future).
- (11) To guarantee the performance of any obligation by any person whatsoever and to give such indemnities as may seem expedient.
- (12) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (13) To establish and maintain, or procure the establishment and maintenance of, any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time officers of or in the employment or service of the Association, and the wives, widows, families and dependants of any such persons, and to make payments for or towards the insurance of any such persons as aforesaid.
- (14) To enter into any arrangements with the Government of any State recognised as such under international law or custom or any public body or public authority (municipal, local or otherwise) within any such State or any person or company that may seem conducive to the objects of the Association, or any of them, and to obtain from any such Government, public body or authority, person or company any rights, privileges, charters, contracts, licences and concessions which the Association may think it desirable to obtain and to carry out, exercise and comply with the same.
- (15) To pay out of the funds of the Association all expenses which the Association may lawfully pay with respect to the formation and registration of the Association.
- (16) To enter into any partnership or arrangement in the nature of a partnership, co-operation or union of interests with any company or person engaged or interested in any business which the Association is authorised to carry on or from which the Association might derive any direct or indirect benefit.
- (17) To establish or promote, or join in the establishment or promotion of, any other company for the purpose of acquiring and undertaking the whole or any part of the business, property and liabilities of the Association or the promotion of which shall be calculated to benefit the Association and to acquire and hold any shares, debentures or other securities of any such company.
- (18) To amalgamate with any other company.

- (19) To dispose by any means of the whole or any part of the undertaking or property of the Association.
- (20) To distribute any of the Association's property among the members in specie.
- (21) To cause the Association to be registered or recognised in any part of the world.
- (22) To do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and by or through agents, trustees, sub-contractors or otherwise.
- (23) To do all such other things as are incidental or the Association may think conducive to the attainment of the above objects or any of them.

And it is hereby declared that:

- (A) the word "company" in this clause, except where used in reference to the Association, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere; and
 - (B) each of the objects specified in each paragraph of this clause, shall, except where otherwise expressed in such paragraph, be an independent main object and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Association.
4. The liability of the members is limited.
5. Every Member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time he is a Member, or within one year afterwards, for payments of the debts and liabilities of the Association contracted before the time at which he ceases to be a Member, and the costs, charges, and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding the sum of £5.