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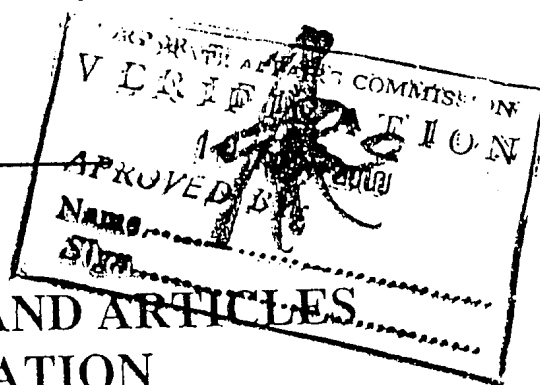
THE FEDERAL REPUBLIC OF NIGERIA
THE COMPANIES AND ALLIED MATTERS ACT

COMPANY LIMITED BY GUARANTEE

MEMORANDUM AND ARTICLES
OF ASSOCIATION

OF

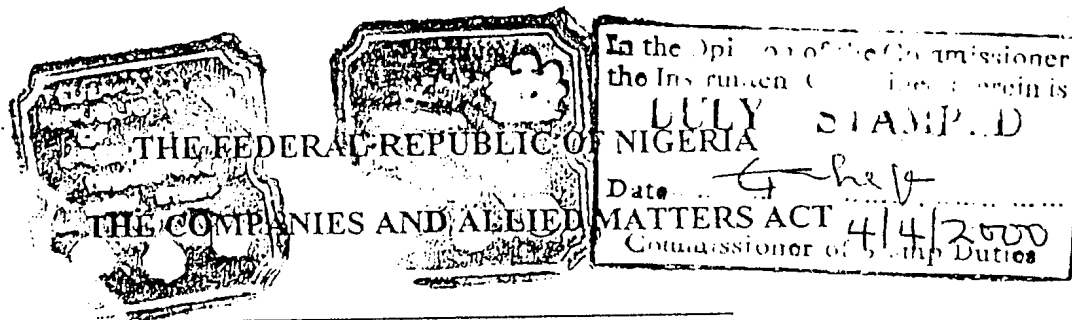
CLEAN NIGERIA ASSOCIATES
(LIMITED BY GUARANTEE)



CORPORATE AFFAIRS COMMISSION
435 E. STREET
ABUJA
2000
ASSOCIATED LYS
00101643
EUREW

Corporate Affairs Commission Abuja
TRANSFERRED
11 APR 2000
Date
Sign

for ₦10,000



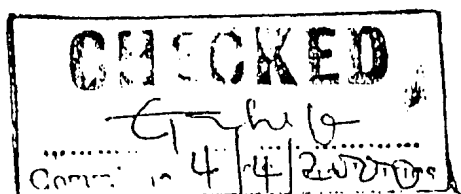
COMPANY LIMITED BY GUARANTEE

Memorandum of Association

of

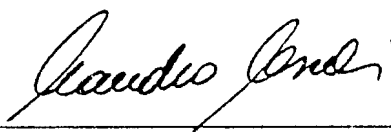
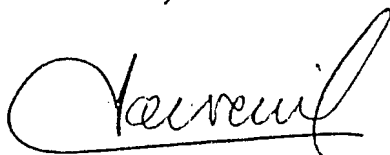
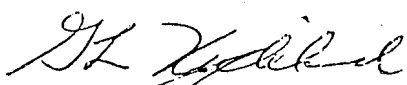
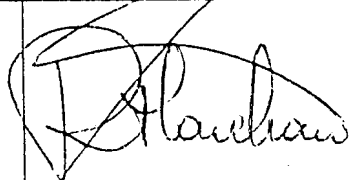
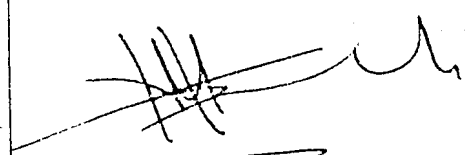
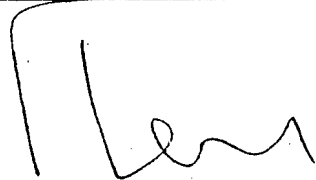
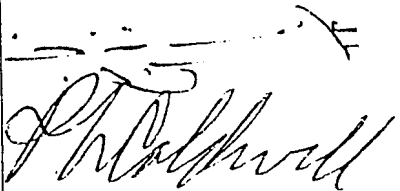

CLEAN NIGERIA ASSOCIATES (LIMITED BY GUARANTEE)


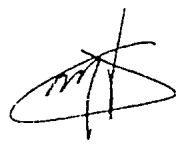


1. The name of the company is "the CLEAN NIGERIA ASSOCIATES (LIMITED BY GUARANTEE)."
2. The registered office of the company will be situated in Nigeria.
3. The objects for which the company is established are, in furtherance of the science of protecting, preserving and restoring the environment after oil spills:
 - (a) to establish and maintain a speedy and effective response capability to combat second-tier oil spills in addition to any such capability maintained by any individual member;
 - (b) to provide support in combating third-tier oil spills at the request of members, non-members or government agencies;
 - (c) to provide training programmes on, and conduct or support research into, subjects pertaining to the environment;
 - (d) to provide waste management services in relation to oil spill clean-up activities;



4. The company is a private company.
5. The liability of the members is limited by guarantee.
6. The income and property of the company shall be applied solely towards the promotion of its objects, and no portion of the income or property shall be paid or transferred directly to the members of the company except as permitted by or under the Companies and Allied Matters Act.
7. Every member of the company undertakes to contribute to the assets of the company in the event of its being wound up while it is a member or within one year afterwards, for payment of the debts and liabilities of the company contracted before it ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required; not exceeding each member's Composite Participation percentage of the amount required (as established in the manner provided for in the Articles of Association) so however that the total amount to be so contributed by all the members shall not be less than N10,000.

Names, Addresses and Descriptions of Subscribers

NAMES AND ADDRESSES OF SUBSCRIBERS	SIGNATURES
AGIP ENERGY & NATURAL RESOURCES (NIG.) LTD PLOT PC23 ENGINEERING CLOSE VICTORIA ISLAND, LAGOS By C. DESCALZI	
ADDAX PETROLEUM DEV. (NIG.) LTD 10 BISHOP ABOYADE COLE STREET VICTORIA ISLAND, LAGOS By D. MANCINI	
CHEVRON NIGERIA LIMITED 2 CHEVRON DRIVE LEKKI PENINSULA, LAGOS By G. L. KIRKLAND	
CONOCO NIGERIA 252E MURI OKUNOLA STREET VICTORIA ISLAND, LAGOS By R. S. MARCHAND	
DUBRI OIL COMPANY LTD PLOT 13A, A. J. MARINHO DRIVE VICTORIA ISLAND By U. J. ITSUELI	
ELF PETROLEUM NIGERIA LIMITED 35, KOFO ABAYOMI STREET VICTORIA ISLAND, LAGOS By F. VIAUD	
MOBIL PRODUCING NIG. UNLIMITED MOBIL HOUSE LEKKI EXPRESSWAY, VICTORIA ISLAND, LAGOS By P. L. CALDWELL	
NIGERIA AGIP OIL COMPANY LIMITED PLOT PC23 ENGINEERING CLOSE VICTORIA ISLAND, LAGOS By C. DESCALZI	

NIGERIA NATIONAL PET. CORPORATION NNPC TOWERS HERBERT MACAULAY WAY CENTRAL BUSINESS AREA ABUJA	
By J. GAIUS-OBASEKI PAN OCEAN OIL CO. NIG. LTD. 2/4 ADEOLA ODEKU STREET VICTORIA ISLAND, LAGOS	
By F. A. FADEYI SHELL PETROLEUM DEVELOPMENT CO. OF NIG. LTD. FREEMAN HOUSE 21/22 MARINA, LAGOS	
By R. VAN DEN BERG TEXACO OVERSEAS (NIG.) PET. CO. 36, GERRARD ROAD, IKOYI, LAGOS By S. R. GREGORI	

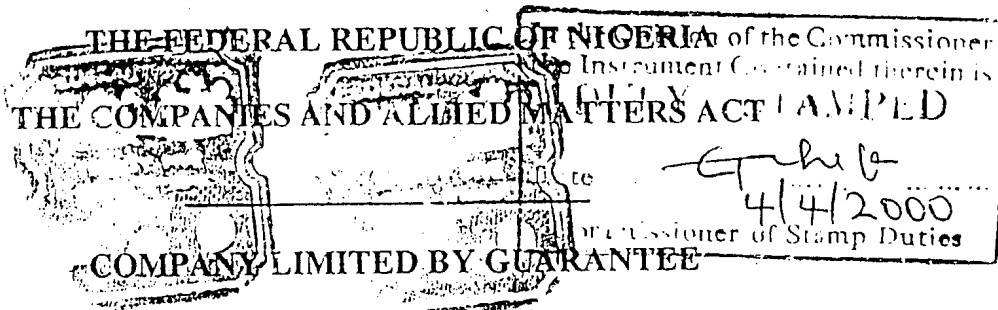
Dated the 10th day of APRIL 2000

Witness to the above signatures:

Name: LADIPO SOETAN ESQ

Address: 31 KEFFI STREET, S/W IKOYI LAGOS

Occupation: LEGAL PRACTITIONER



Articles of Association

of

CLEAN NIGERIA ASSOCIATES (LIMITED BY GUARANTEE)

Interpretation

1. Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Companies and Allied Matters Act.

Membership of the Company

2. The number of members with which the company proposes to be registered is twelve (12) but the Board of Directors may from time to time register an increase of members.
3. In addition to the members with which the company proposes to be registered, any party owning or operating oil or gas leases or any installation or facility which presents or is thought to present a potential for the accidental discharge of hydrocarbon liquids or pollutants in general may apply for membership of the company by submitting a written application to the chairman of the Board of Directors.
4. In the application for membership the party shall agree in writing to be bound by these regulations and any subsequent revision thereof.
5. Upon approval by the Board of Directors of the application for membership, the Secretary shall so notify the applicant. The membership of the applicant in the company shall then become effective upon payment of all fees required hereunder. In the event such payment is not made within ninety (90) days of receipt of the notification of approval, the application shall become void.
6. Any member may withdraw at any time from the company, by giving thirty (30) days written notice to the Board of Directors of its desire to withdraw. Prior to

the acceptance of the notice of withdrawal, the member must settle all its past obligations under these regulations and shall pay its share of any expenditure already authorised by the Board of Directors before it gave such notice of a desire to withdraw. If and when such party withdraws as a member of the company, its interest in the company shall automatically vest in remaining members of the company in accordance with their Composite Participation in the company as established under Article 11 of these regulations.

7. Any former member who having withdrawn from membership under Article 6 hereof and wishes to become a member of the company again may do so under the terms of Articles 4 and 5 hereof.

Area of Interest and Members' Participation

8. The "Area of Interest" to be covered by the company's operations is the entirety of the Federal Republic of Nigeria, the inland waterways therein, the territorial waters and continental shelf areas and the exclusive economic zone of Nigeria. The Area of Interest may be changed by the affirmative vote of members representing at least ninety per cent (90%) of the Composite Participation then in effect.
9. A Cost Participation Area is an area within the Area of Interest which by virtue of its location, terrain or other characteristics, in the judgement of the Board of Directors, should be segregated for purposes of equipment selection and cost sharing. Cost Participation Areas hereinafter called "CPA or CPAs" may be established, modified or discontinued hereunder as needed and subject to the provisions hereof by:
 - a. a majority vote of the Board of Directors; and
 - b. the approval of members representing at least ninety percent (90%) of the existing percentage of participation within the CPA or CPAs so established, modified or discontinued.
10. A member's Composite Participation in the company is the percentage the member must bear of the company's costs of operation in accordance with Article 40 hereof.
11. Each member's participation in each CPA and each member's Composite Participation in the company will be established in accordance with a procedure to be stipulated by the Board of Directors. At the time of a change of membership the Board of Directors shall revise or cause to be revised the respective Composite Participation percentages of the members.

Meetings

12. The company shall in each year hold a general meeting as its annual general meeting and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next:

Provided that so long as the company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year.

13. The annual general meeting shall be held at such time and place as the Board of Directors shall appoint.
14. All general meetings other than the annual general meeting shall be called extraordinary general meetings.
15. The Board of Directors may, whenever they deem fit, convene an extraordinary general meeting. An extraordinary general meeting may be requisitioned by any member or members whose Composite Participation in the company is not less than ten percent (10%). The Board of Directors shall on receipt of such requisition proceed to convene an extraordinary general meeting. If the Board of Directors do not proceed to convene an extraordinary general meeting within twenty-one (21) days from the date of the deposit of the requisition, the requisitionists, or any one or more of them representing more than one-half of the Composite Participation of all of them, may convene a meeting.
16. Any general meeting of the company shall be called by at least twenty-one (21) days' notice in writing. The notice shall be exclusive of the day on which it is served and shall specify the place, the day and hour of the meeting and the general nature of business of the meeting:

Provided that a meeting of the company shall notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:

- a. in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and,
- b. in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety percent (90%) of the total Composite Participation in the company.

17. Each member shall appoint one representative to represent it at any meeting of the company.
18. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
19. The chairman of the Board of Directors shall preside as chairman at every general meeting of the company. If he is not present the vice chairman shall preside. If the vice chairman is not present the Board of Directors present shall elect one of their number to be chairman of the meeting.
20. If at any meeting no Director is willing to act as chairman or if no Director is present within thirty (30) minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.
21. At any meeting of the company the presence of members holding eighty percent (80%) of the total Composite Participation in the company shall constitute a quorum.
22. At any meeting of the company a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded by the chairman or any member or members who represent not less than ten percent (10%) of the total Composite Participation in the company.
23. On a show of hands every member represented shall have one vote, and on a poll every member's vote shall be equal to its Composite Participation in the company.
24. In the case of equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
25. The Board of Directors shall present an annual report on the company's activities at the annual general meeting.

The Board of Directors

26. The first Directors of the company shall be determined in writing by the subscribers of the memorandum of association.
27. Subsequent Directors shall be appointed as follows:
 - a. each member whose Composite Participation in the company is not less than five percent (5%) of the total Composite Participation in the company and who does not already have a nominee on the Board of Directors shall

be entitled to nominate one Director for election to the Board of Directors at an annual general meeting;

- b. all members whose Composite Participation in the company is less than five percent (5%) shall collectively be entitled to nominate two Directors for election to the Board of Directors at an annual general meeting. Directors who are nominated by members whose Composite Participation in the company is less than five percent (5%) shall serve on the Board of Directors until the holding of the next annual general meeting following the one during which they were nominated.
28. The Board of Directors shall elect a chairman and vice-chairman from among its members. In the event of a vacancy occurring in the position of chairman or vice-chairman by resignation or otherwise, the vacancy may be filled by the Board of Directors from among its members. The Board of Directors shall also appoint a secretary for the company.
29. The Board of Directors shall appoint a General Manager for the company based on the recommendations of the Technical Committee. The General Manager shall represent and act for and on behalf of the company in all appearances, dealings, and contracts in accordance with recommendations of the Technical Committee and subject to such directions as the Board of Directors may give from time to time.
30. The Board of Directors shall have responsibility for approving the annual budget of the company based on the recommendations of the Technical Committee.
31. The Board of Directors may act at any meeting called at any time by its chairman, or at the request of any Director. Additionally, a resolution in writing, signed by all the Directors for the time being entitled to receive notice of meeting of the Board of Directors, shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors.
32. The affirmative vote of a majority in number of the Board of Directors shall be sufficient for any action by the Board of Directors.
33. Any Director may in writing appoint any person to be his alternate to act in his place at any meeting or meetings of the Board of Directors at which he is unable to be present. Every such alternate shall be entitled to attend and vote as a Director at meetings at which the person appointing him is not personally present.
34. The quorum necessary for the transaction of the business of the Board of Directors may be fixed by the Board of Directors and unless so fixed shall be three Directors who represent at least sixty percent (60%) of the total of the Composite Participation in the company.

35. The Board of Directors may act notwithstanding any vacancy in its membership, but, if and so long as its number is reduced below the number fixed by or pursuant to these regulations as the necessary quorum of the Board of Directors, the remaining Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the company.

Technical Committee

36. The Board of Directors shall establish a Technical Committee for the company:
- a. The Technical Committee shall have the responsibility of reviewing all operational and technical issues relating to the company and shall meet with the General Manager once a month or as necessary;
 - b. Each member shall appoint, in writing, one representative and one alternate representative to the Technical Committee.

Payments

37. Original members of the company will not pay an entrance fee.
38. Each future application for membership in the company must be accompanied by a non-refundable fee to be determined by the Board of Directors. This entrance fee shall be reviewed every two years or at such other periods as the Board of Directors may consider appropriate.
39. Each applicant accepted for membership shall pay a fee representing its Composite Participation percentage share of the value of the company's equipment and materials at the time its application for membership is accepted ("Equalisation Fee"). The Board of Directors shall determine what such Equalisation Fee shall be.
40. Each member shall pay to the company an amount equal to its Composite Participation percentage of the company's annual budget ("Member Contribution"). The amount of the Member Contribution shall be established by the Board of Directors at the beginning of each year and shall be payable in four equal instalments on or before the first of March, June, September and December of each year. Such payment of Member Contribution shall be considered provisional until final settlement can be made on actual use of the equipment, materials and/or services of the company at year end in accordance with the provisions of Article 43 hereof. This may result in additional payment or credit for the provisional payment.
41. Whenever a member uses the equipment, materials and/or services of the company it shall become liable to pay the operating rate advised by the company

therefor over the period such equipment, material and/or services are being used by the member. The company shall also set and advise an operating rate for use of company equipment, materials and/or services by non-members.

42. The user operating rate shall be payable by the user within forty-five (45) days of receipt of invoice from the company.
43. Each member's share in the total annual rate payable to the company over any year shall be finally established at the end of the year during which such rates were payable in accordance with the provisions of this Article. Each member's account with the company consisting of the Member Contribution made by such member with respect to said year pursuant to Article 40 hercof plus any previous year's credit will be debited or credited accordingly. In case of any credit accruing to any member such will be applied against the annual rate payable to the company during the following year.
44. Any member which fails to pay by the due date any billing of any amount it is obligated to pay hereunder shall be sanctioned as deemed appropriate by the Board of Directors, which sanction may include one or more of the following, without limitation:
 - a. denial of a right to receive notices to, and/or attend, and/or vote at, any meeting of the company or of the Board of Directors, or sign any resolution of the company or of the Board of Directors;
 - b. withdrawal of the right to pay member's rate for equipment, materials and /or services of the company;
 - c. expulsion from the company.

The Seal

45. The Board of Directors shall provide for the safe custody of the seal which shall only be used by the authority of the Board of Directors and every instrument of which the seal is affixed shall be signed by two Directors or by a Director and countersigned by some other person appointed by the Board of Directors.

Notices

46. A notice may be given by the company to any member either personally or by sending it by courier or facsimile transmission. A notice sent by courier shall be deemed to have been served three (3) days after the date it is sent. A notice sent by facsimile transmission shall be deemed to have been served upon receipt of confirmation by the sender that the notice has been successfully transmitted.

Accounts

47. The Board of Directors shall cause proper books of account to be kept with respect to:
- a. all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure took place;
 - b. all sales and purchases of goods by the company; and
 - c. the assets and liabilities of the company.
48. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.
49. The Board of Directors' report to the annual general meeting shall include the financial statements of the company prepared in the manner prescribed by the Companies and Allied Matters Act.

Audits

50. The company shall at each annual general meeting appoint an auditor or auditors to audit the financial statements of the company and to hold office from the conclusion of that annual general meeting until the next one. At any annual general meeting a retiring auditor may be re-appointed without any resolution being passed unless:
- a. he is not qualified for re-appointment;
 - b. a resolution has been passed at the meeting appointing some other person instead of him or providing expressly that he shall not be re-appointed;
 - c. he has given the company notice in writing of his unwillingness to be re-appointed.
51. Where at an annual general meeting, no auditors are appointed or re-appointed, the Board of Directors may appoint a person to fill the vacancy.
52. No person shall be appointed as an auditor who is disqualified from so acting under the Companies and Allied Matters Act or the Institute of Chartered Accountants Act.

Indemnity

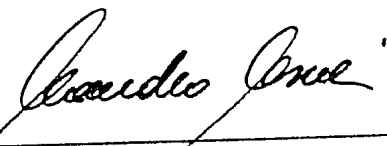
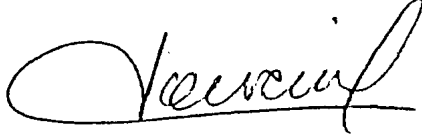

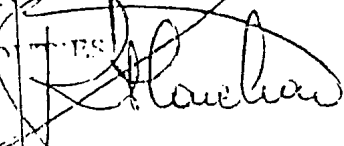


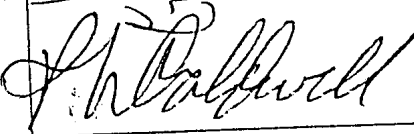
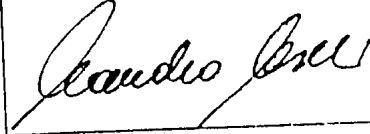
53. Each member shall be solely responsible and liable to the company for all amounts due from it to the company and for all user charges incurred by such


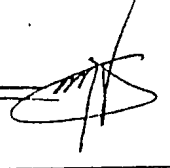
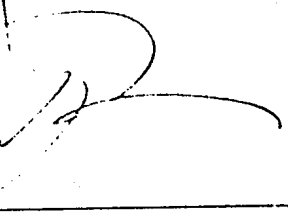
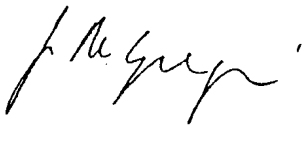
member. Such member shall indemnify each other member, the Board of Directors and all officers, agents and employees of the company against all liability to the company on account of such amounts, charges and costs.

54. Each member shall hold harmless and unconditionally indemnify the company, each other member, the Directors and the individual members and subsequent members thereof, and the officers, agents, and employees of the foregoing, herein collectively referred to as "Indemnitees", against and for all liability, and costs, including, but not limited to, attorney's fees, expenses, claims fines and damages which the Indemnitees suffer or sustain or become liable for by reason of accidents, damages, or injuries, either to the person or property of the indemnifying member or of the company, or to the persons or property of any third party, including, but not limited to, Federal and State governments and agencies thereof, in any manner arising out of or connected with work performed by the company for the indemnifying member. The foregoing indemnity and hold harmless provision by a member shall be applicable whether or not the accidents, damages, or injuries indemnified against were caused or contributed to in whole or in part by the negligence of said Indemnitees or the company or any officer, agent or employee of the company. The party furnishing this indemnity further agrees that said Indemnitees shall have the right but not the obligation to tender the defence of any and all lawsuits arising out of or in any way connected with the matters which are the subject of this indemnity and hold harmless provision but that failure to tender any defence to such lawsuit shall in no way release or relieve the party furnishing this indemnity of its obligation hereunder.

Winding Up

55. If, upon the winding up of the company, there remains after the discharge of all its debts and liabilities any property of the company, the same shall not be distributed among the members but shall be transferred to some other company limited by guarantee having objects similar to the objects of the company or applied to some charitable object and such other company or charity shall be determined by the members prior to the dissolution of the company.

NAMES AND ADDRESSES OF SUBSCRIBERS	SIGNATURES
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PAN OCEAN OIL CO. NIG. LTD. 2/4 ADEOLA ODEKU STREET VICTORIA ISLAND, LAGOS By F. A. FADEYI	 WITHIN INSTRUMENT IN THE OF THE COMMISSIONER OF STAMP DUTIES CHARGEABLE WITH A 50
SHELL PETROLEUM DEVELOPMENT CO. OF NIG. LTD. FREEMAN HOUSE 21/22 MARINA, LAGOS By R. VAN DEN BERG	 HAS BEEN ACCORDINGLY COMMISSIONER OF STAMP DUTIES 3/4/2000
TEXACO OVERSEAS (NIG.) PET. CO. 36, GERRARD ROAD, IKOYI, LAGOS By S. R. GREGORI	

Dated the...^{10th} day of APRIL 10 2000

Witness to the above signatures:

Name: LADIPO SOETAN ESQ

Address: 31 KEFFI STREET, S/W IKOYI LAGOS

Occupation: LEGAL PRACTITIONER

Summary of CNA Agreement

Membership

- Currently 12 members: - Addax, AENR, Conoco, Chevron, Dubri, Elf, Mobil, NAOC, NNPC, Pan Ocean, Shell and Texaco.
- Intending new members to apply in writing to Chairman, Board of Directors (BOD) and Secretary, BOD, will notify applicants of approval of membership.
- Membership becomes effective after payment of required fees within 90 days of receipt of notification.
- Members may withdraw at any time after giving thirty days written notice to BOD.
- Cost Participation Factor (CPF) is the percentage each member will bear of CNA's operating costs.

Board of Directors (BOD)

- BOD comprises of members with CPF of 5% and above and two other members from those with CPF <5% to be nominated at general meeting of CNA.
- Current members of BOD: - Shell, Mobil, Chevron, NNPC, NAOC and Elf plus two others members to be nominated.
- The BOD shall elect a chairman and vice-chairman from among its members. BOD shall also appoint a Secretary to the board and a General Manager for CNA.
- The BOD shall review/approve the annual budget prepared by the GM.
- Any director can appoint in writing an alternate to represent him at meetings that he is unable to attend. This alternate is entitled to vote as a director.
- The directors may fix the quorum for the transaction of business of the BOD and if not fixed, shall be three directors who represents at least 60% CPF.
- The BOD shall present an annual report on the company's activities at the annual general meeting.

Technical Committee (TC)

- The BOD shall establish a Technical Committee to review operational and technical issues.
- Each member shall appoint in writing one representative and one alternate representative to the TC.

Meetings

- The Company shall hold Annual general meetings. Extraordinary general meetings shall be held if requested by any member (s) with CPF of 10% or above. Not more than 15 months must elapse between the date of one annual general meeting and the next.
- A meeting shall be held at a place and time to be determined by the directors.
- A minimum of twenty-one day's notice should be given for any general meeting.
- The chairman of the BOD shall preside during every general meeting (extraordinary or annual.), if not present the vice-chairman will preside.
- If both chairman and vice-chairman are not present the directors present shall appoint one of the members to preside.
- At any general meeting (extraordinary or annual.), the presence of members with a total of eighty percent (80%) CPF shall constitute a quorum.

Payments

- Original members of the company will not pay an entrance fee.
- A non-refundable fee to be determined by the BOD shall accompany future application for membership. The entrance fees will be reviewed every two years.
- Members contributions to the CNA budget will be according to CPF.
- Whenever a member uses the equipment, materials and services of CNA it will pay the operating rate as advised by the company.

Audits

- The company shall at each annual general meeting appoint an auditor or auditors to audit the financial statement of the company.

Indemnity

- Each member shall indemnify the company, other members, the BOD e.t.c. against all liability and cost.