

PEARSON GROUP PENSION TRUSTEE LIMITED

COMPANY NUMBER: 1765290

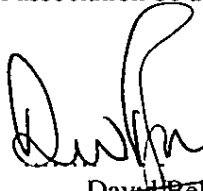
(the "Company")

RESOLUTION IN WRITING OF THE MEMBERS OF THE COMPANY

We, the undersigned being all the members of the Company hereby pass the following written resolution as a Special Resolution in accordance with the articles of association of the Company and **RESOLVE THAT:**

New Memorandum and Articles of Association

"New memorandum and articles of association be adopted for the Company in the form attached to this resolution "

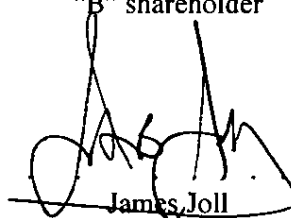


David Bell

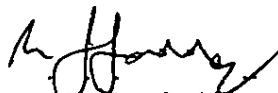
For and on behalf of
Pearson Services Limited
"A" Shareholder



Christopher Penn
"B" shareholder



James Joll
"B" Shareholder



Norman Godden
"B" Shareholder

Date 21 February 2008

SATURDAY



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A15 15/03/2008 159
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A46 29/02/2008 374
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MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

PEARSON GROUP PENSION TRUSTEE LIMITED

Lovell White Durrant
65 Holborn Viaduct
London EC1A 2DY

Ref B2/DP

The Companies Acts 1948 to 1983

Company Limited by Shares

MEMORANDUM OF ASSOCIATION

of

PEARSON GROUP PENSION TRUSTEE LIMITED¹

Number 1765290 As at 28 April 1997

- 1 The name of the Company is Pearson Group Pension Trustee Limited
- 2 The registered office of the Company will be situate in England.
3. The objects for which the Company is established are.-
 - (a) To undertake and discharge the office or offices of and the duties of trustee, custodian trustee, attorney, agent nominee, manager, committee, treasurer or registrar, investment adviser, liquidator, receiver, executor or administrator of any pension schemes or for any person or persons, company, corporation, charity, association, scheme, or trust fund and generally to undertake, perform and discharge all powers authorities and discretions that may be vested in the Company under any instrument and transact all kinds of trust and agency business including the undertaking of all duties normally undertaken by a trust corporation either gratuitously or otherwise.
 - (b) To accept, subscribe for, underwrite, sub-underwrite, guarantee, purchase or otherwise acquire and to hold (on deposit or otherwise), deal with, manage, develop, exchange, transfer, charge, lease, mortgage, dispose or sell any stocks, shares, securities, policies, annuities, investments, money, foreign exchange or any right or interest in, over or upon real or other personal property of any kind whatsoever and wheresoever situate and to undertake and carry on any business, undertaking, contract, trade or transaction
 - (c) To apply for and acquire and hold any charters, Acts of Parliament, privileges, monopolies, licences, concessions, patents or other rights powers or orders from the British Government and Parliament or from any other government or state, or any local or other authority in any part of the world and to exercise, carry on and work any powers, rights or privileges so obtained and carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the construction of the Company or furthering the interests of its members and to oppose any such steps taken by any other company form or persons which may be considered likely directly or indirectly to prejudice the interests of the Company or its members.
 - (d) To borrow or raise money in such manner as the Company may think fit for the purpose of or in connection with any of the Company's operations and to secure or discharge any debt

¹ The name of the Company was changed from Madewave Limited to Fairey Pension Trustees Limited by a Special Resolution dated 6 February 1984, from Fairey Pension Trustees Limited to FP Trustees Limited by a Special Resolution dated 29 April 1987 and from FP Trustees Limited to Pearson Group Pension Trustee Limited by a Special Resolution dated 23 June 1988.

or obligation of or binding upon the Company in such manner as the Company may think fit and in particular by mortgage, charge or lien upon the undertaking and the whole or any part of the Company's property or assets whether present or future including its uncalled capital or by the creation and issue of debentures, debenture stocks or other securities.

- (e) To acquire and undertake the whole or any part of the business, goodwill, assets and liabilities of any person, firm or company carrying on or proposing to carry on any of the business which the Company is authorised to carry on or possessed of any property suitable for the purposes of the Company and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company or to acquire an interest in, amalgamate with or enter into partnership or any arrangement for sharing profits or for co-operation or assistance with any such person, firm or company and to give or accept by way of consideration or otherwise for any of the acts or things aforesaid or property acquired, any shares, debentures or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.
- (f) To promote or concur in the promotion of any company or companies the promotion of which may appear likely to benefit or assist the Company, and to pay the expenses of or incidental to such promotion
- (g) To lend money to and guarantee the performance of the contracts, trusts, duties and obligations of any person, firm or company
- (h) To sell, lease, grant rights over or otherwise dispose of the whole or any part of the property, assets, rights or undertaking of the Company either together or in portions for such consideration as the Company may think fit and in particular for shares, debentures or securities of any company purchasing the same
- (i) To give all kinds of indemnities and undertakings in connection with any matter whatsoever
- (j) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, warrants and other negotiable or transferable instruments
- (k) To procure the registration or incorporation of the Company in or under the laws of any place outside England and to comply with any terms precedent to such incorporation or registration
- (l) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or purpose which may appear likely to benefit or assist the Company
- (m) To remunerate any person, firm or company rendering service to the Company and to provide for the welfare of the grant pensions or other payments to any employees or ex-employees, and officers or ex-officers (including directors or ex-directors) of the Company or the relations and dependants of such persons and to form, subscribe to or otherwise support any associates, clubs, trusts or institutions which the Company may consider to benefit such persons.
- (n) To do all or any of the things and matters aforesaid in any part of the world and either as principals, agents, trustees or to otherwise and by or through agents, trustees or otherwise, and either alone or in conjunction with any person, firm or company and either gratuitously or otherwise
- (o) To exercise every trust power or discretion lawfully exercisable by a trustee, executor or administrator and to take any proceedings necessary for executing any trust or administration.
- (p) To renounce probate of any Will disclaim any trust retire from any trusteeship and to appoint new trustees where so empowered by any trust instrument of Will or by law.

- (q) To invest any monies of the Company not for the time being required for the general purposes of the Company in or upon such investments or securities as may be thought expedient
- (r) To afford indemnities against liability for any breach of trust (not being of a fraudulent character) to any person or company from time to time acting jointly with the Company in the execution of any trust.
- (s) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provision 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 in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the company or of any such other company as aforesaid or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons and also to establish and subsidise or subscribe to any institutions, associations clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (t) To do all such other things as may be incidental or conducive to the above objects or any of them.

It is hereby declared that each of the objects of the Company as specified in each of the preceding sub-clauses shall be separate and distinct objects of the Company and shall be in no way limited by reference to any other sub-clause or the order in which the same occur

4. The liability of the Members is limited

5 The share capital² of the Company is £102 divided into 102 shares of £1 each and the Company shall have power to divide the original and any increased capital into several classes, having attached thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions

² The share capital of the Company was increased from £100 to £102 by an Ordinary Resolution dated 18 July 1988.

Names, addresses and descriptions of Subscribers

Michael Richard Counsell
15 Pembroke Road
Bristol BS99 7DX

Commercial Manager

Christopher Charles Hadler
15 Pembroke Road
Bristol BS99 7DX

Commercial Manager

Dated 1 8 1983

Witness to the above Signatures.-

Errol Sandiford
15 Pembroke Road
Bristol BS99 7DX

Clerk

THE COMPANIES ACTS 1948 TO 1985

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

PEARSON GROUP PENSION TRUSTEE LIMITED

(as amended by Special Resolution dated 21 February 2008)

ABX

Ref C1/AXP/MAB/1854341 2

Lovells LLP, Atlantic House, Holborn Viaduct, London EC1A 2FG

The Companies Act 1985
Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

PEARSON GROUP PENSION TRUSTEE LIMITED¹

Number 1765290 as 21 February 2008

INTERPRETATION

In these Articles

"**"A" Directors**" means the directors who are Eligible "A" Directors at the date of adoption of these Articles and the directors appointed by the "A" Shareholders pursuant to Article 12, including their alternates and the directors appointed in accordance with the Member Nominated Director Procedure

"**"A" Shareholder**" means a holder of "A" shares,

"**"A" Shares**" means "A" ordinary shares of £1 each in the Company,

"**Board**" means the directors or any of them acting as the board of directors of the Company,

"**"B" Directors**" means the directors who are Eligible "B" Directors at the date of adoption of these Articles and the directors appointed by the "B" Shareholders pursuant to Article 13, including their alternates,

"**"B" Shareholder**" means a holder of "B" shares,

"**"B" Shares**" means "B" ordinary shares of £1 each in the Company,

"**Company**" means Pearson Group Pension Trustee Limited,

"**Eligible "A" Director**" means any person who is an employee or executive director of a Group Company or a member of the Plan who is eligible to be nominated in accordance with the Member Nominated Director Procedure,

¹ The name of the Company was changed from Madewave Limited to Fairey Pension Trustees Limited by a Special Resolution dated 6 February 1984, from Fairey Pension Trustees Limited to FP Trustees Limited by a Special Resolution dated 29 April 1987 and from FP Trustees Limited to Pearson Group Pension Trustee Limited by a Special Resolution dated 23 June 1988

"Eligible "B" Director" means any person who is not an employee or executive director of a Group Company,

"Eligible "A" Shareholder" means any Group Company,

"Eligible "B" Shareholder" means a person who is neither an employee nor an executive director of a Group Company,

"Group Company" means the Principal Employer, any holding company for the time being of the Principal Employer and any subsidiary for the time being of the Principal Employer or any such holding company,

"Member Nominated Director Procedure" means the procedure from time to time adopted by the Company pursuant to section 242 Pensions Act 2004 ²

"Participating Company" means a company participating in the Plan in accordance with the Rules for the benefit of its employees,

"Plan" means The Pearson Group Pension Plan which is governed by (inter alia) a trust deed dated 30 July 1996 as amended from time to time,

"Principal Employer" means Pearson Services Limited or the company, person or body of persons which is for the time being the Principal Employer under the Plan in accordance with the provisions of the Plan,

"Rules" means the Rules of the Plan as in force from time to time

PRELIMINARY

1 Subject as herein provided, the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (in these Articles referred to as Table A) shall apply to the Company

2 The following provisions of Table A shall not apply to the Company

In Article 24, the words "which is not fully paid", in Article 66, the last sentence, in Article 81, the provisions of paragraph (e), in Article 88, the words "Questions arising at a meeting shall be decided by a majority of votes In the case of an equality of votes, the Chairman

² The definition of "Member Nominated Director Procedure" was replaced in its entirety by a Special Resolution dated 21 02 2008

shall have a second or casting vote ", Article 64, Article 72, Article 88, Article 90 and Article 91³

SHARE CAPITAL

- 3 The share capital⁴ of the Company as at the date of adoption of these Articles is £102 divided into 51 "A" Shares and 51 "B" Shares. The "A" Shares and the "B" Shares constitute different classes of shares but, save as expressly provided in these Articles, shall confer the same rights upon the holders thereof and shall rank *pari passu* in all respects.
- 4 Subject to the provisions of the Act, unissued shares in the capital of the Company for the time being shall only be allotted as follows -
 - (a) no shares shall be issued otherwise than as "A" Shares or "B" Shares,
 - (b) no shares of either class shall be issued otherwise than to members holding shares of the same class without the prior written consent of all the members, and
 - (c) as between holders of shares of the same class (if more than one), the shares of the class being allotted shall be allotted (as nearly as practicable) in proportion to such holders' then existing holdings of shares of that class or in such other proportions between them as all the members holding shares of the same class shall agree in writing.

VARIATION OF RIGHTS

- 5 Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of three-fourths of the issued shares of the class, or with the sanction of an extraordinary resolution passed at a separate general meeting of such holders (but not otherwise). All the provisions of the Articles relating to general meetings of the Company and the proceedings thereat shall, *mutatis mutandis*, apply to every such separate general meeting, except that -
 - (a) the necessary quorum shall be the holders of all the shares of the relevant class present in person or by proxy, and
 - (b) the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.

³ The words "Article 72, Article 88," were inserted by a Special Resolution dated 1 December 2005.

⁴ The share capital of the Company was increased from £100 to £102 by an Ordinary Resolution dated 18 July 1988.

- 6 Unless otherwise provided by the rights attached to any shares, those rights shall be deemed to be varied by the reduction of the capital paid up on the shares and by the allotment of further shares of, and the variation of rights attaching to any class, whether or not they rank in priority for payment of a dividend or in respect of capital or confer on the holders voting rights more favourable than those conferred by such first mentioned shares

TRANSFER OF SHARES

- 7 (a) Except as all the members may otherwise agree in writing, no share in the capital of the Company or any interest therein or any right of allotment in respect thereof shall be transferred otherwise than in accordance with this Article 7
- (b) An "A" Shareholder or other person entitled to transfer "A" Shares in the Company may transfer any "A" Shares registered in his name or which he is entitled to transfer to a person who is an Eligible "A" Shareholder
- (c) A "B" Shareholder or other person entitled to transfer "B" Shares in the Company shall, in the circumstances specified in paragraph (e) below, and may, in any other case, transfer all (but not some) of the shares registered in his name or which he is entitled to transfer to a person who is an Eligible "B" Shareholder in accordance with the following provisions of this Article
- (d) A "B" Shareholder (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. The transfer notice shall constitute the Company as the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice at the price specified in accordance with paragraph (f) below. A transfer notice shall not be revocable except with the sanction of the "B" Directors
- (e) A "B" Shareholder who is a "B" Director shall, on ceasing to be a "B" Director, give a transfer notice to the Company pursuant to paragraph (d) of this Article. If any such "B" Shareholder does not comply with the foregoing provisions of this paragraph, he shall be deemed to have given a transfer notice under paragraph (d) of this Article on the date on which he ceased to be a "B" Director in respect of the shares registered in his name
- (f) The purchase price payable for any share on a transfer pursuant to the provisions of these Articles shall be £1 per share
- (g) Within 7 days following receipt by the Company of a transfer notice or, if appropriate, within 7 days after a "B" Shareholder is deemed to have given a transfer notice, under paragraph (d), the "B" Directors or a majority thereof shall nominate for all (but not some) of the shares comprised in the transfer notice a

transferee who satisfies the requirement of paragraph (c) of this Article and is ready and willing to become a member of the Company

- (h) When a transferee has been found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph (g) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the transferee and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the transferee
- (i) If in any case the proposing transferor after having become bound to transfer his shares makes default in transferring any shares the Company may receive the purchase money on his behalf, and the Company, or the "B" Directors in respect of such a transfer of "B" Shares, may authorise some person to execute a transfer of such shares in favour of the transferee. The receipt of the Company for the purchase money shall be a good discharge to the transferee. The Company shall pay the purchase money into a separate bank account
- (j) Any decision of the Board whether to register a transfer of "A" Shares shall be made by the "A" Directors or a majority thereof and any decision of the Board whether to register a transfer of "B" Shares shall be made by the "B" Directors or a majority thereof and Article 24 in Table A shall be modified accordingly
- (k) In the application of Articles 29 to 31 in Table A to the Company -
 - (i) any person becoming entitled to any shares in consequence of the death or bankruptcy of a "B" Shareholder shall give a transfer notice and such transfer notice shall be deemed to be a transfer notice given pursuant to paragraph (d) of this Article (and the person becoming so entitled shall be deemed to be a "B" Shareholder who is a "B" Director for the purposes of the transfer provisions set out in Articles 7(e) to 7(j)), and
 - (ii) if a person so becoming entitled shall not have given a transfer notice in respect of any share within one month of the death or bankruptcy, the "B" Directors may at any time thereafter upon resolution passed by them give notice requiring such person within thirty days of such notice to give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously given a transfer notice and if he does not do so he shall at the end of such thirty days be deemed to have given a transfer notice pursuant to paragraph (d) of this Article relating to those shares in respect of which he has still not done so

- (l) If, following a transfer notice given pursuant to any provision of this Article 7, shares are transferred in accordance with the foregoing paragraphs of this Article to an Eligible "B" Shareholder who is not, or does not within one month of the date of the transfer notice become, a "B" Director, that Eligible "B" Shareholder himself shall, within three days of being requested to do so by the "B" Directors, transfer such shares to such Eligible "B" Shareholder who is also a "B" Director as the "B" Directors nominate, and, for the avoidance of doubt, if such shareholder makes default in doing so, Article 7(l) shall apply

PROCEEDINGS AT GENERAL MEETINGS

- 8 No business shall be transacted at any meeting unless a quorum is present at the time when the relevant business is being transacted. The necessary quorum shall be all the holders for the time being of the "A" Shares and the "B" Shares and Article 40 in Table A is modified accordingly. Such holders may be present in person or by proxy or, being a corporation, by a duly authorised representative thereof
- 9 A resolution shall not be validly passed unless a poll shall be taken and accordingly Articles 46 to 48 (inclusive) in Table A shall not apply to the Company. The Chairman shall not have a second or casting vote in the case of an equality of votes
- 10 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting shall be as effective as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members. If the resolution in writing is described as a special resolution or as an extraordinary resolution it shall have effect accordingly

DELEGATION

- 10A (a) Subject to Article 10A(b), the directors may delegate to any committee consisting of two or more directors such of their powers as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying
- (b) In relation to the exercise of the Company's powers and duties as trustee of the Plan, the directors may delegate all or any of their rights, powers, duties, trusts and discretions to any person or persons upon such terms and conditions, for such periods and at such remuneration (if any) as the Company shall think fit, subject,

where overriding legislation so permits, to the approval of Pearson Services Limited ⁵

NUMBER OF DIRECTORS

- 11 The number of directors (other than alternate directors) shall be nine, provided that if the number of directors is less than nine the continuing directors may continue to act for all matters in relation to the Plan and any other operations of the Company notwithstanding any vacancy in their number, including acting to fill such vacancy ⁶
- 11A Where the directors act *to fill a vacancy in their number* in accordance with Article 11, the following shall apply
- (a) where the vacancy that has been filled is that of an "A" Director, such new director shall continue to hold office unless and until removed or replaced by the "A" Shareholders in accordance with Article 12, and
 - (b) where the vacancy that has been filled is that of a "B" Director, such new director shall continue to hold office unless and until removed or replaced by the "B" Shareholders in accordance with Article 13 ⁶
- 12 The number of "A" Directors shall be a maximum of six, of whom a maximum of (i) three at any one time shall have been appointed by the "A" Shareholders and (ii) three at any one time shall have been appointed by "A" Shareholders - *in accordance with the Member Nominated Director Procedure* "A" Shareholders holding a majority in number of the "A" Shares shall be entitled at any time and from time to time to appoint "A" Directors and to remove or replace any "A" Director appointed by them, subject in the case of any "A" Director required to be appointed, removed or replaced under the Member Nominated Director Procedure, to the requirements of and under the Member Nominated Director Procedure. A person may only be appointed as an "A" Director, and shall only hold office as such, for so long as he is an "Eligible "A" Director" ⁷
- 13 (a) The number of "B" Directors shall be a maximum of three. "B" Shareholders holding a majority in number of the "B" Shares shall be entitled at any time and from time to time to appoint directors as "B" Directors and to remove or replace any "B" Director. On a resolution of the Company to remove a "B" Director each "B" Shareholder shall have the right to two votes for each "B" Share of which he is the holder, and Article 54 in Table A shall be modified accordingly. A person may only be appointed as a "B" Director, and shall only hold office as such, for so long as he is an Eligible "B" Director

⁵ Article 10A was inserted by a Special Resolution dated 1 December 2005

⁶ Article 11 was deleted and replaced with Articles 11 and 11A by a Special Resolution dated 21 02 2008

⁷ Article 12 was replaced in its entirety by a Special Resolution dated 21 02 2008

- (b) A "B" Director shall within two months of the date of his appointment as such hold at least 17 "B" Shares and shall continue to hold the same for so long as he shall hold office as a "B" Director

- 14 Every such appointment or removal of a director under Article 12 or Article 13 shall be effected by notice in writing to the Company signed by or on behalf of the member or members making the same and shall take effect, subject to any contrary intention expressed in the notice, when the notice effecting the same is delivered to the registered office of the Company and any such removal shall be without prejudice to any claim which a director so removed may have under any contract between him and the Company
- 15 No person shall be appointed as a director by any other person or persons in any event whatsoever

ALTERNATE DIRECTORS

- 16 "A" Shareholders holding a majority in number of the "A" Shares may at any time and from time to time appoint any person to be an alternate director to represent any "A" Director not being an "A" Director appointed pursuant to the Member Nominated Director Procedure and to remove from office an alternate director so appointed
- 17 "B" Shareholders holding a majority in number of the "B" Shares may at any time and from time to time appoint any person to be an alternate director to represent any "B" Director and to remove from office an alternate director so appointed
- 18 For the purpose of these Articles, an alternate director appointed to represent an "A" Director shall be deemed to be an "A" Director and an alternate director appointed to represent a "B" Director shall be deemed to be a "B" Director
- 19 An alternate director shall be entitled to receive notice of all meetings of the Board and of all meetings of committees of the Board of which the director he has been appointed to represent is a member, to attend and vote at any such meeting at which such director is not personally present, and generally to perform all the functions of such director as a director in his absence
- 20 A director or any other person may be appointed as an alternate director to represent more than one director provided however that an alternate director may not be appointed to represent both one or more "A" Directors as well as one or more "B" Directors. An alternate director shall be entitled at meetings of the Board or any committee of the Board to one vote for every director whom he has been appointed to represent in addition to his own vote (if any) as a director, and for the purpose of determining whether a quorum is present a director shall, if he is not present, be deemed to be present at the meeting if the person appointed as his alternate director is present

ROTATION OF DIRECTORS

- 21 The directors shall not be required to retire by rotation and Articles 73 to 80 (inclusive) in Table A shall not apply to the Company

INTEREST OF DIRECTORS

- 22 (a) A director may vote at any meeting of the directors on any resolution notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, including without limitation an interest under the Plan, and if he shall vote on any such resolution as aforesaid his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting
- (b) Articles 94 to 98 (inclusive) in Table A shall not apply to the Company

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 23 (a) The office of a director shall be vacated or shall be deemed to be vacated (as appropriate) if the director -
- (i) is removed pursuant to Article 12 or 13, or
 - (ii) becomes bankrupt or makes any composition or arrangement with his creditors, or
 - (iii) becomes prohibited from being a director by reason of any order made under Sections 1 to 5 of the Company Directors Disqualification Act 1986, or
 - (iv) becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Article 81 in Table A shall be modified accordingly, or
 - (v) resigns his office by notice in writing to the Company, or
 - (vi) is removed by ordinary resolution under Section 303 of the Act, or
 - (vii) being an "A" Director, ceases to be an Eligible "A" Director, or
 - (viii) being a "B" Director, ceases to be an Eligible "B" Director or fails to acquire or ceases to hold the requisite qualification shares in accordance with Article 13(b)
- (b) A director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a director by reason of his attaining the age of seventy or any other age

PROCEEDINGS OF DIRECTORS

24 Subject to the provisions of the Articles, the Board may regulate its proceedings as it thinks fit. A director may, and the Secretary at the request of a director shall, call a meeting of the Board. Fourteen clear days' notice of any meeting shall be given unless all directors agree to a shorter period of notice. Notice of a meeting shall be given to a director who is absent from the United Kingdom unless he shall not have given an address to which notices may be sent during his absence. Any such notice shall contain, inter alia, an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting and shall be accompanied by copies of any relevant papers to be discussed at the meeting and shall be sent by post, courier, telex, facsimile or email, whichever method is the fastest and most practical.^{5g}

24A A meeting of the Board may consist of a conference between directors some or all of whom are in different places if each director who participates is able

- (a) to hear each of the other participating directors addressing the meeting, and
- (b) if the director so wishes, to address all of the other participating directors simultaneously,

whether directly, by conference telephone or any other form of communications equipment (whether in use when these Articles are adopted or developed subsequently) or by a combination of these methods. Each director so participating in a meeting is deemed to be "present" at that meeting for the purpose of these Articles. A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum. A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.⁶

25 If

- (a) each director for the time being entitled to receive notice of a meeting of the Board, or of a committee of the Board (the directors on that committee not being less than the number required to form a quorum of the Board), is given notice of a written resolution, and
- (b) either
 - (i) for the matters in relation to the Plan specified in Article 26, a majority of the relevant directors (or their alternates) agree to the passing of the resolution,

or

- (ii) for the matters in relation to the Plan specified in Article 27, a majority of the relevant directors (or their alternates) agree to the passing of the resolution, provided that those agreeing include all the "B" Directors,

or

- (iii) for the matters in relation to the Plan specified in Article 28, all the "B" Directors agree to the passing of the resolution, whether or not as part of a majority of relevant directors,

or

- (iv) for the matters in relation to the Plan specified in Article 29, a majority of the directors (or their alternates) agree to the passing of the resolution, provided that those agreeing include at least two "B" Directors,

provided that in each case the number of directors agreeing must not be less than the number of directors required to form a quorum of the Board, and

- (c) the agreement of the director or alternate to the resolution is contained in
 - (i) any form of Electronic Communication that the Board decides may be used in relation to this Article and complies with each requirement (including, without limitation, those as to authentication) that the Board has specified for that form of Electronic Communication, or
 - (ii) a document signed by the director or alternate,

that resolution is as effective as a resolution passed at a meeting of the Board or of a committee of the Board duly convened and held ⁶⁹

25A For the purposes of Article 25(c)(ii)

- (a) the agreement of the directors or members of the committee may be contained in several documents in the same form each signed by one or more of the directors, and
- (b) a signature may be affixed to a copy of the document and the signed document is valid if the Company receives a copy sent using an Electronic Communication or the original ¹⁰

⁸ Article 24 was deleted and replaced with Articles 24 and 24A by a Special Resolution dated 1 December 2005

⁹ Article 25 was replaced in its entirety by a Special Resolution dated 1 December 2005

¹⁰ Articles 25A, 25B and 25C were inserted by a Special Resolution dated 1 December 2005

25B For the purposes of Article 25, an alternate director need not agree to the passing of a resolution if his appointor has agreed to its passing and if an alternate director has agreed to the passing of a resolution, his appointor need not agree to its passing ⁸

25C For the purposes of Articles 25 and 25A, Electronic Communication has the meaning given to it in the Electronic Communications Act 2000 ⁸

26 The following matters in relation to the Plan shall be decided by a majority of votes of the directors present in person or by their alternates -

(a) Augmentation of benefits

Agreement to augmentation of benefits in the case of an individual joining or leaving the Plan and, in special cases, as a member of the Plan

(b) Benefit structures

Approval of the Principal Employer's proposals for improvements in benefit structure (including increases to pensions in payment)

(c) Participation of employees in sections of the Plan

Consenting to the Principal Employer's proposals for participation of employees of any Participating Company in a section or sections of the Plan in addition to or in substitution for the section in which employees of that Participating Company are at that date already participating

(d) Investments

The management of the assets of the Plan

(e) Additional voluntary contributions by members

Co-ordination of arrangements

(f) Insurance

Insurance of the assets of the Plan Insurance and reinsurance of liabilities such as death-in-service benefits

(g) Administration

27 The following matter in relation to the Plan shall be decided by a majority of votes of the directors present in person (or by their alternates) provided that no resolution of the directors shall be effective unless all the "B" Directors shall have voted in favour thereof -

The removal of the Company as trustee of the Plan

- 28 The following matter in relation to the Plan shall be decided by a unanimous decision of the "B" Directors whether in a majority or not -

The winding up of the Plan when the "B" Directors decide that it is in the best interests of all the members and beneficiaries of the Plan in accordance with the trust deed governing the Plan and the Rules

- 29 All other matters in relation to the Plan, including but without limitation those set out below, shall be decided by a majority of votes of the directors present in person (or by their alternates), provided that no resolution of the directors shall be effective unless at least two "B" Directors shall have voted in favour thereof -

- (a) the approval of the appointment of the actuary to the Plan,
- (b) the making and receiving of transfer payments from and to the Plan,
- (c) the admission of new Participating Companies to the Plan and the terms of such admission,
- (d) use of the power of amendment, other than for the purpose described in Article 26(b),
- (e) the winding up of the Plan whether in whole or in part, and all matters in connection therewith,
- (f) determination of entitlements to benefits under the Plan,
- (g) resolution of disputes, and
- (h) decisions regarding the vesting of contingent benefits pursuant to the exercise of any discretion vested in the trustee under the Plan

- 30 The quorum for the transaction of all business shall be at least three directors present at the time when the relevant business is transacted and Article 89 in Table A is modified accordingly

- 31 Pearson Services Limited may appoint one of the directors to be chairman of the board of directors and may at any time remove him from that office Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present If the Chairman is not present at any meeting he may nominate another of the directors to take the chair in his place, failing which (or if such nominee is not present) the directors present at the meeting shall nominate one of their number to take the chair at that meeting