

Company No: 2112236

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTION**

of

**ERRA NOVA PENSION TRUSTEE LIMITED**

(the "Company")

1<sup>st</sup> April 2009



Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following resolutions are passed as special resolutions of the Company (the "Resolutions"):

**Special Resolutions**

1. THAT Article 12 of the Articles of Association of the Company be deleted in its entirety and replaced as follows:

"12. (a) In this Article:

(i) "Employer" includes an employer which participates or has participated or is to participate in any Pension Scheme and any holding company of any such employer or any subsidiary of any such employer or any such holding company (where "holding company" and "subsidiary" have the same meanings as in section 1159, Companies Act 2006);

(ii) "Pension Scheme" means any occupational pension scheme of which the Company is or has been or is to be a trustee; and

(iii) any reference to a "conflict of interests" includes a conflict of interest or duty and a conflict of duties.

(b) Subject to the provisions of these Articles and provided that a Director shall have been authorised in accordance with this Article, a Director shall be entitled to vote in respect of any transaction, contract, arrangement or agreement with the Company in which he is in any way, whether directly or indirectly, interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. For the purpose of this Article, an interest of a person who is, for any purpose of the Act, connected with a Director shall be treated as an interest of the Director.

(c) Any of the following interests of a Director (the "relevant Director") which conflict, or possibly may conflict, with the interests of the Company and which would, if not so authorised, result in a breach of duty by the relevant Director under section 175 of the Companies Act 2006 (a "Conflict") are hereby authorised:

(i) an interest as a beneficiary under any Pension Scheme provided that such interest is not affected to a greater proportionate extent than other beneficiaries with a similar interest under the Pension Scheme as the relevant Director;

(ii) an interest as an employee or director of any of the Employers provided that he does not have specific responsibilities as such an employee or director in connection with the matter which gives rise to, or might give rise to, such Conflict;

(iii) an interest as a shareholder, bondholder or the like of or in any of the Employers;

(iv) an interest as a shareholder, bondholder or the like of or in any company in which any Pension Scheme's assets are or might be invested; and

(v) an interest as a member of any committee, body (whether incorporated or not), organisation or the like the purpose, or one of the purposes, of which is to represent some (or all) of the employees of any of the Employers or some or all of the members and/or pensioners of any Pension Scheme provided that he does not have specific responsibilities as such a member in connection with the matter which gives rise to, or might give rise to, the Conflict.

(d) The Directors may, subject to the quorum and voting provisions in these Articles, authorise any matter which relates to a situation in which a relevant Director has, or may have, a Conflict.

(e) Any Director (including the relevant Director) may propose that a Conflict be authorised by the Directors. Such proposal and any authorisation given by the Directors shall be effected in accordance with the provisions of these Articles.

(f) In connection with any proposal that a Conflict be authorised by the Directors, the relevant Director must disclose to the Directors:

(i) the nature and extent of the Conflict, including the nature and extent of the interest of the relevant Director;

(ii) such additional information known to the relevant Director in relation to the Conflict as is necessary to enable the Directors to decide whether or not to authorise the Conflict; and

(iii) such additional information known to the relevant Director in relation to the Conflict as the Directors may request in connection with the decision of the Directors whether or not to authorise the Conflict.

(g) Where the Directors authorise a Conflict:

(i) the relevant Director and any other interested Director will not count towards the quorum nor vote on any resolution giving such authorisation and if he does vote his vote shall not be counted;

(ii) the Directors may (in connection with giving the authorisation or subsequently):

(A) require that the relevant Director is excluded from the receipt of information, participation in discussions and/or the making of decisions (whether at meetings of the Directors or otherwise) relating to the Conflict; and

(B) impose upon the relevant Director such other terms for the purpose of dealing with the Conflict as they may determine

(together "Relevant Terms");

(iii) the relevant Director will be obliged to comply with any Relevant Terms and any failure to comply with any Relevant Terms by the relevant Director will, unless such failure is authorised by the Directors, result in the cessation of any authorisation by the Directors of the Conflict on the Relevant Terms;

(iv) the Directors may decide that where the relevant Director obtains or has obtained (in connection with the Conflict and otherwise than through his position as a Director) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company or to use or apply the information in relation to the Company's affairs;

(v) the authorisation may extend to any actual or potential Conflict which can reasonably be expected to arise out of the Conflict which has been authorised;

(vi) the Relevant Terms must be recorded in writing and notified to the relevant Director (but the authority will be effective whether or not the Relevant Terms are so recorded and notified); and

(vii) the Directors may revoke or vary the authorisation at any time but this will not affect anything done by the relevant Director in accordance with the Relevant Terms prior to such revocation or variation and notice of any such revocation or variation will be given to the relevant Director (but such revocation or variation shall be effective whether or not such notice is given).

(h) Regulations 94 to 98 of Table A shall not apply."

2. THAT Article 13 of the Articles of Association of the Company be deleted in its entirety and replaced as follows:

"13. (a) Subject to the provisions of the Companies Acts, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director, Secretary (if any) or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall, to the extent permitted by law, be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or in relation thereto including any liability incurred by him in defending civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company.

(b) The indemnity contained in Article 13(a) shall not extend to:

(i) any liability to the extent to which that liability is or will be met by insurance;  
or

(ii) any liability to pay:

(A) a fine imposed by criminal proceedings; or

(B) a sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

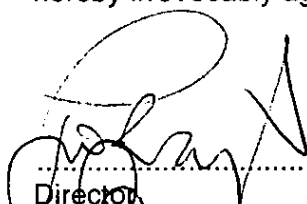
(iii) any costs, charges, losses, expenses and liabilities to the extent that they are attributable to the fraud or deliberate and culpable disregard of the interests of the beneficiaries of any occupational pension scheme of which the Company is a trustee, or (but only in the case of a professional) the personal negligence, of the person claiming under the indemnity (where for this purpose a "professional" is a person who is engaged in the business of providing a trustee service for a fee.

(c) The Company may buy and maintain for every Director, Secretary or other officer of the Company insurance against any liability incurred by such Director, Secretary or other officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or otherwise in connection with his duties, powers or office. Regulation 118 of Table A shall not apply to the Company."

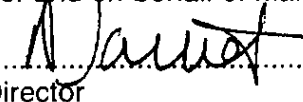
**Statutory Statement regarding signifying agreement and date by which resolution must be passed**

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned member was at the time the Resolutions were circulated entitled to vote on, and hereby irrevocably agrees to, the Resolutions:-

  
.....  
Director

For and on behalf of Markel International Limited

  
.....  
Director

For and on behalf of Markel International Limited

7/4/2009  
.....  
Date

7/4/2009.  
.....  
Date

## Notes

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated and returning it to the Company using one of the following methods:
  - **By Hand:** delivering the signed copy to Monica Ma, Simmons & Simmons, CityPoint, One Ropemaker Street, London EC2Y 9SS.
  - **Post:** returning the signed copy by post to Monica Ma, Simmons & Simmons, CityPoint, One Ropemaker Street, London EC2Y 9SS.
  - **Fax:** faxing the signed copy to 020 7628 2070 marked "For the attention of Monica Ma".
  - **Email:** by attaching a scanned copy of the signed document to an e-mail and sending it to [monica.ma@simmons-simmons.com](mailto:monica.ma@simmons-simmons.com). Please enter "Written resolution of Terra Nova Pension Trustee Limited" in the e-mail subject box.

If you do not agree with the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
3. Pursuant to the Companies Act 2006, unless, by **28<sup>th</sup> April 2009**, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date. The agreement of a member to a written resolution proposed under the Companies Act 2006 is ineffective if signified after this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.