

Company Number: 3487744

THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION OF
ACUMUS INSURANCE SOLUTIONS LIMITED
(the "Company")

Dated: 30 September 2007

We, the undersigned, being all the members of the Company who, at the date of this resolution would be entitled to attend and vote at general meetings of the Company (i) HEREBY PASS the following resolution as a special resolution, (ii) agree that the said resolution shall, for all purposes be as valid and effective as if the same had been passed by us at a general meeting of the Company duly convened and held and (iii) individually consent to any variation to or abrogation of the special rights attaching to any class of share held by us in the Company by reason of the passing of such resolution and/or the matters referred to in it

SPECIAL RESOLUTION

THAT:

- 1 notwithstanding anything contained in the articles of association ("Articles") contained in the document attached to this resolution, the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer
 - a is to any bank or institution to which such shares have been charged by way of security or to any nominee of such bank or institution (a "Secured Institution"), or
 - b is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
 - c is executed by a Secured Institution to its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under

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the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not



Primary Group (UK) Limited

Company number 03487744

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of
ACUMUS INSURANCE SOLUTIONS LIMITED
(Adopted by written resolution of the Company on 20/12/2004)

PRELIMINARY

- 1 Subject as otherwise provided in these articles the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A-F) (Amendment) Regulations 1985 (SI 1985/1052) ("Table A") shall constitute the regulations of the Company. In the case of any inconsistency between these articles and the regulations of Table A, the provisions of these articles shall prevail
- 2 Regulations 23, 40, 46, 50, 57, 64 to 69 (inclusive), 73 to 76 (inclusive), 81, 84, 87 to 89 (inclusive), 93, 94, 101, 112, 115 and 118 of Table A shall not apply to the Company.
- 3 **Interpretation**
- (a) In regulation 1 of Table A, the words "and in the articles of association adopting the same" shall be inserted after the word "regulations" in line one and the full stop at the end of the regulation shall be deleted and replaced by a semi colon and the following shall be inserted "words importing the singular shall include the plural and vice versa, words importing the masculine shall include the feminine, and words importing persons shall include corporations"
- (b) In line two of regulation 18 of Table A and line one of regulation 77 of Table A the word "less" shall be replaced by the word "fewer"
- (c) Any reference to presence at a general meeting or class meeting shall include presence of a member in person or by proxy or (being a corporation) by a duly authorised representative and shall include presence which is deemed in accordance with these articles (and "present" shall be construed accordingly)

SHARE CAPITAL

4 Share Capital

The authorised share capital of the Company at the date of the adoption of these articles is £2,080,000 divided into 30,000 "A" ordinary shares of £0.50 each (the "A" Ordinary Shares), 30,000 "B" ordinary shares of £0.50 each (the "B" Ordinary Shares") and 2,050,000 preference shares of £1 each (the "Preference Shares")

The "A" Ordinary Shares and the "B" Ordinary Shares are together referred to as the "Ordinary Shares" in these articles

Rights on Adoption of these Articles

The Ordinary Shares and the Preference Shares shall have and enjoy the following rights and be subject to the following restrictions at the date of adoption of these articles

(a) as regards income

- (i) the holders of the Preference Shares from time to time in issue shall be entitled to be paid out of the profits of the Company available for distribution and resolved to be distributed (in priority to the payment of any dividend to the holders of the Ordinary Shares) to a fixed cumulative preferential dividend of £1,000 in respect of the Company's financial year ending on 31 December 2005 and in respect of each of the Company's financial years thereafter;
- (ii) the fixed cumulative preferential dividend due to be paid in respect of the Preference Shares in respect of the Company's financial year ending on 31 December 2005 shall be paid in full on or before 31 December 2005 and shall be payable in respect of the period from the date of the issue of the Preference Shares up to and including such dividend payment date,
- (iii) the fixed cumulative preferential dividend due to be paid in respect of the Preference Shares in respect of each subsequent financial year ending on 31 December shall be paid in full on or before 31 December in each year,
- (iv) the holders of the "A" Ordinary Shares from time to time in issue shall not be entitled to any payment from the profits of the Company available for distribution and resolved to be distributed in respect of each of the Company's financial years, and
- (v) subject to paragraph (i) of this article, the holders of the "B" Ordinary Shares from time to time in issue shall be entitled to be paid 100 per cent in total of the profits of the Company available for distribution and resolved to be distributed in respect of each of the Company's financial years

(b) as regards capital:

on a return of capital on liquidation or otherwise the assets of the Company available for distribution among the members shall be applied

- (i) first, in repaying to the holders of the Preference Shares a sum equal to the amounts paid up or credited as paid up on the nominal amount of such Preference Shares plus any arrears, deficiency or accrual of the fixed cumulative preferential dividend on the Preference Shares calculated down to the date of the return of capital and to be payable irrespective of whether or not such dividend has been declared,
- (ii) secondly, equally among all of the holders of Ordinary Shares regardless of class according to the sums paid up or credited as paid up on each such Ordinary Share

(c) as regards voting:

- (i) the holders of the Preference Shares shall be entitled to receive notice of and to attend at all general or other meetings of the Company but they shall not entitle the holders to speak or vote at any such meeting, unless the fixed cumulative preferential dividend due in respect of the Preference Shares shall be in arrears or unless the business of the meeting is or includes the consideration of a resolution varying, modifying, altering or abrogating any of the rights, privileges, limitations or restrictions attached to the Preference Shares. In the first case the Preference Shares shall carry the same right to vote as the Ordinary Shares, but in the second case the Preference Shares shall only carry the same right to vote as the Ordinary Shares in respect of the matters in question;
- (ii) subject to the special rights as to voting attached to the Preference Shares in accordance with paragraph (c)(i) above, on a show of hands every holder of an "A" Ordinary Share who is present in person or by proxy (or being a corporation is present by a representative) shall have one vote, and on a poll every holder of an "A" Ordinary Share who is present in person or by a proxy (or being a corporation is present by a representative) shall have one vote for every "A" Ordinary Share respectively,
- (iii) the "B" Ordinary Shares shall carry no rights to vote at any general meeting whether on a show of hands, on a poll or otherwise save that this article shall not affect the right of the holders of "B" Ordinary Shares to vote at a separate general meeting of the holders of the respective class of share or in writing with accordance with section 125(2) of the Act

(d) as regards redemption:

- (i) the holders of Preference Shares shall be entitled (subject to delivery to the registered office of the Company of not fewer than 30 days' prior notice in writing calling for the redemption and specifying the number of Preference Shares which it wishes to redeem) to require the Company to redeem the whole or any part of the Preference Shares of which it is the registered holder at par provided that such notice is not delivered

on or before the second anniversary of the date of the adoption of these articles and provided also that the holder of the Preference Shares has obtained the consent of the Financial Services Authority to the delivery of such notice. The Company shall be bound on the expiry of such notice to redeem the Preference Shares to which such notice relates at par but subject always to the provisions of sub-paragraph (iv) of this article,

(ii) the Company shall be entitled (subject to the delivery to any holder of Preference Shares of not fewer than 30 days' prior notice in writing stating its wish to redeem and specifying the number of Preference Shares held by such shareholder which it wishes to redeem) to redeem the whole or any part of the Preference Shares of which such shareholder is the registered holder at par and, subject to such delivery, at the expiration of such notice the Company shall redeem the Preference Shares to which such notice relates but subject to all the provisions of sub-paragraph (iv) of this article,

(iii) unless previously redeemed or re-purchased and subject to the consent of the Financial Services Authority, all of the Preference Shares shall be redeemed at par on the tenth anniversary of the date of the adoption of these articles;

(iv) on any redemption of any Preference Shares, each holder of Preference Shares shall be bound to deliver to the Company at its registered office (or elsewhere as the Company may specify from time to time in writing to each shareholder), the relevant share certificate(s) for the Preference Shares so that these can be cancelled. If any certificate delivered to the Company includes any Preference Shares not redeemable upon the expiration of any such notice, then a new share certificate for the balance of the Preference Shares not redeemable on that occasion shall be issued to the shareholder delivering such certificate to the Company. If any shareholder, any of whose Preference Shares are liable to be redeemed, shall fail or refuse to deliver up the relevant share certificate at the time and place fixed for redemption or, shall fail or refuse to accept payment of the redemption monies, then the same shall be held on trust for that shareholder.

(e) The Preference Shares shall carry no rights to convert into Ordinary Shares

(f) The Ordinary Shares shall not be redeemable and shall carry no rights to convert into Preference Shares

5 Notwithstanding anything contained in these articles, no shares in the capital of the Company shall be issued which have rights to a preferential dividend or in a winding up ranking *par passu* or better than the rights attaching to the Preference Shares without either the prior consent of the holders of three quarters by nominal value of the Preference Shares then in issue or the sanction of a special resolution passed at a separate meeting of the holders of the Preference Shares.

6 In clause 2 of Table A the words "special resolution" shall be substituted for the words "ordinary resolution"

SHARES

7. Authority to Allot

- (a) Subject to the provisions of Table A and to the provisions of these articles, the directors are generally and unconditionally authorised to exercise any power of the Company to offer, allot or grant rights to subscribe for or convert securities into or otherwise dispose of any shares (or interests in shares) in the Company, or any other relevant securities, up to the authorised share capital of the Company as at the date of adoption of these articles, to such persons, at such times and generally on such terms and conditions as the directors think proper provided that such authority shall only apply insofar as the Company in general meeting shall not have varied, renewed or revoked the same and provided that such authority may only be exercised within five years commencing upon the date of the adoption of these articles
- (b) Any offer or agreement in respect of relevant securities, which is made by the Company prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made, notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the directors may at any time allot any relevant securities in pursuance of such offer or agreement
- (c) The authority conferred upon the directors to allot relevant securities may at any time, by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously renewed under these articles) for a further period not exceeding five years

8. Pre-emption on Allotment

- (a) Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to any allotment of equity securities by the Company. The shares comprised in the authorised share capital at the date of the adoption of these articles shall be at the disposal of the directors as they think proper but, unless otherwise determined by special resolution of the Company in general meeting or with the assent of all the members, any equity securities which are not comprised in the authorised share capital at the date of the adoption of these articles shall, before they are allotted on any terms to any person, be first offered by the Company on the same or more favourable terms to the members in proportion as nearly as is practicable to the nominal value of the shares in the Company held by the members respectively
- (b) Such offer shall be made by notice specifying the number of equity securities offered and the period, being not fewer than twenty-one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or if earlier on receipt of notice of the acceptance or refusal in respect of each offer so made, the directors may, subject to these

articles, dispose of such equity securities as have not been taken up in such manner as they think proper

- (c) Where any renounceable allotment letters or other renounceable documents are issued by the Company in respect of the issue or offer of any shares, the directors may at their discretion impose such restrictions as they may think fit upon the right of any allottee or other person to whom the offer is made to renounce the shares so allotted or offered
9. Regulation 6 of Table A shall be altered by inserting after the words "one or more of his shares" the words and brackets "(save that shares of different classes may not be included in the same certificate)"
- 10 The Company is a private company and accordingly the following is prohibited
- (a) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company, and
 - (b) any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

LIEN

- 11 In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be omitted

TRANSFER OF SHARES

12 Power of Refusal

No share and no interest in shares shall be transferred to any person otherwise than in accordance with the provisions of these articles. The directors may in their absolute discretion and without giving any reason, refuse to register a transfer of a share to any person, whether or not it is a fully paid share or a share on which the company has a lien

13 Registration of Transfers

The instrument of transfer of any fully paid shares shall be executed by or on behalf of the transferor, but need not be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members of the Company in respect of such shares. In the case of a partly paid share, the instrument of transfer must also be executed by or on behalf of the transferee

14. Prohibited Transfers

No shares and no interest in shares may be transferred to any infant, bankrupt or person of unsound mind and the directors shall refuse to register any such transfer

15. Permitted Transfers

- (a) A member being a body corporate holding more than 50 per cent of the Ordinary Shares of the Company may at any time transfer all or any of its shares to a member of the same group. For the purposes of this article, the expression "a member of the same group" means in relation to the transferor company a company which is for the time being a holding company (as defined in section 736 of the Companies Act 1985 as amended by the Companies Act 1989) of the transferor company or a subsidiary (as defined in that section) of the transferor company or of any such holding company **PROVIDED THAT** unless prior consent in writing to the contrary shall have been given by the holders of 75 per cent. of the ordinary shares in the company excluding those shares the subject of the transfer if and when the relationship of holding company and subsidiary shall cease to apply to the transferor and transferee then such shares shall be re-transferred to the holding company or to another subsidiary of such holding company
- (b) A member holding Preference Shares may transfer such number of Preference Shares as that member thinks fit at any time and without any restrictions

16. Approval of Transfers

The directors shall register a transfer made in accordance with the foregoing provisions of article 15 but, save as aforesaid, and unless in any particular case all the members for the time being shall otherwise agree in writing, none of the shares of the Company shall be transferred except with the approval of all directors and except in accordance with article 17

17. Restrictions on Transfers

Except in the case of a transfer of shares expressly authorised by article 15, and, subject to article 16, the right to transfer shares in the Company shall be subject to the following restrictions, namely

- (a) Subject as otherwise provided in this article 17 before transferring any shares or any interest in such shares the person proposing to transfer the same (the "proposing transferor") shall give a notice in writing sent by registered post (the "transfer notice") to the directors that he desires to transfer the same. In the transfer notice the proposing transferor shall specify the class of share to be transferred, the price per share which he is willing to accept for the shares comprised in such transfer notice and the identity of any person who has indicated a willingness to purchase such shares at such price, and the price per share so specified is referred to below as the "prescribed price". The transfer notice shall constitute the directors the agent of the proposing transferor for the sale of the shares mentioned in such transfer notice at the prescribed price. Shares of different classes shall not be included in the same transfer notice

- (b) Immediately upon receipt of any transfer notice the directors shall offer each share comprised in such transfer notice for purchase at the prescribed price,

first to all members (other than

- (i) the member by whom or in respect of whose shares the transfer notice has been given or deemed to be given, and
- (ii) any member to whom under the provisions of article 14 shares may not be transferred)

holding shares of the class covered by the transfer notice on the terms that in case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of shares of such class,

and in so far as such offer shall not be accepted by such members,

secondly in respect of a proposed transfer of Ordinary Shares to all members (other than any member to whom under the provisions of article 14 shares may not be transferred) holding shares of the other class of shares on the terms that in the case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of shares of such other class

The offer which shall be by notice in writing and sent by registered post, shall be on identical terms for each of such holders, shall specify the total number of shares on offer, the proportionate entitlement of the relevant holder and the prescribed price per share and shall invite each of such holders to state in writing by registered post within a period of 30 days whether he is willing to take any, and if so what maximum, number of the shares on offer. Any such offer shall be subject to the following provisions of this article

- (c) The directors shall give notice in writing to the proposing transferor of the identity of any member or members ("purchaser" or "purchasers") accepting the offer, and of the number of shares agreed to be purchased, and upon receipt of that notice and subject to the following provisions of this article the proposing transferor shall be bound, upon payment of the prescribed price for each of such ordinary shares, to transfer such shares to the purchaser or respective purchasers of such shares. The purchase shall be completed within 15 days of receipt of that notice by the proposing transferor at a place and time to be appointed by the directors
- (d) If the offer is not duly accepted in respect of all the shares comprised in the transfer notice the proposing transferor shall at any time within 30 days after the expiry of the offer be entitled (but not bound) to transfer all or any of the shares comprised in the transfer notice (or, at the option of the proposing transferor notified to the directors within seven days of the relevant notification to him pursuant to paragraph (c) of this article, the number in respect of which the offer is not duly accepted) on a bona fide sale to any person or persons at any price per share not being less than the prescribed price.

- (e) All members of the Company may at any time agree in writing to waive the provisions of this article 17

18. Mandatory Transfers

- (a) For the purposes of this article 18

"Associate" means

- (i) the husband, wife, mother, father, grandmother, grandfather, brother, sister, child (including adopted child) or other lineal descendant of the relevant person,
- (ii) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or his spouse and/or any of his children is or is capable of being a beneficiary;
- (iii) any nominee or bare trustee for the relevant person or for any other Associate of the relevant person,
- (iv) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company,
- (v) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of section 839 Income and Corporation Taxes Act 1988, and
- (vi) any person with whom any relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Take-overs and Mergers as for the relevant time being current),

"good leaver" means

- (i) a member required to transfer shares pursuant to paragraphs (b) and (c) or (d) of this article; and/or
- (ii) a member required to transfer shares pursuant to paragraph (e) of this article and who has ceased to be an employee of or consultant to the Company by reason of:
 - (A) his permanent disability or other incapacity entitling the Company to terminate his contract of employment or consultancy agreement,
 - (B) his contract of employment or consultancy agreement (as the case may be), having a term of under 3 years, expiring through effluxion of time and not having been previously renewed or extended or his contract of employment or consultancy agreement (as the case may be) being terminated by the Company giving notice and at the time of the effluxion of time or

giving of notice the Company had no grounds to terminate such employment or consultancy as a result of the employee's or consultant's breach of the terms of the consultancy or employment, or

- (C) his contract of employment or consultancy agreement (as the case may be) being terminated other than in circumstances in which the Company is entitled to dismiss him summarily or terminate his consultancy with immediate effect (excluding a right to so dismiss by reason of any matter referred to in paragraph (e) of this article)
- (b) Subject to the provisions of article 17, a person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of the bankrupt member.
- (c) Subject to the provisions of article 17, a person entitled to a share in consequence of the death of a member shall be bound at any time before the expiration of six months from the date of such death, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of the deceased member. Regulations 29-31 of Table A shall be altered accordingly
- (d) Subject to the provisions of article 17, if a member is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or an order is made by a court having jurisdiction in matters concerning mental disorder for the member's detention or for the appointment of a receiver, curator bonis or other person appointed to exercise powers with respect to the member's property or affairs he (including any attorney appointed under an enduring power of attorney) and such receiver, curator bonis or such other person shall be bound at any time, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of such a member
- (e) Subject to the provisions of article 17, if a member who is an employee of or consultant to the Company shall cease for any reason (other than a reason set out in paragraphs (b) to (d) of this article) to be such an employee or consultant such person and any Associate(s) of such person at the time of his so ceasing shall be bound at any time, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of the member who has ceased to be an employee of or consultant to the Company
- (f) Subject to the provisions of article 17, a member which is a body corporate shall be bound at any time after it shall have gone into liquidation (not being a liquidation for the purposes only of amalgamation or reconstruction) or similar status in the country of its incorporation, if and when required in writing by a majority in value of the remaining members so to do, to give a transfer notice in respect of all the shares then registered in the name of such member.
- (g) In any case where a transfer notice has been duly required to be given under this article 16 in respect of any shares and such transfer notice is not given

within a period of one month, such transfer notice shall (except and to the extent that a transfer of any such shares in favour of a person to whom they may be transferred pursuant to article 15 shall have been lodged prior to the expiration of the said period) be deemed to have been given at the expiration of the said period

- (h) In any case where a transfer notice has been duly required or is deemed to be given under this article 18 in respect of any shares then if the member is a good leaver the "prescribed price" shall be the fair value of each of the shares (taken together) which are the subject of such transfer notice or deemed transfer notice as determined by the auditors of the Company for the time being divided by the number of shares which are the subject of such transfer notice or deemed transfer notice. In determining the fair value of such shares such auditors shall act as experts and not as arbitrators. The "fair value" of the shares in question shall be the market value of such shares as between a willing buyer and a willing seller but save that no account shall be taken of the fact that the shares which are the subject of such transfer notice or deemed transfer notice do or do not constitute a minority holding in the company. If any party objects to the auditor carrying out the determination of fair value, then an independent firm of accountants to be agreed between the parties shall be appointed. If the member is not a good leaver then the value of each share shall be 75 per cent of the fair value as calculated as set out above
- (i) There shall be no more than one determination of fair value by the auditors of the Company (unless one party objects to the auditors determining such a value prior to the determination being carried out) under article 18(h) in each twelve month period

19. Proceedings at General Meetings

- (a) No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business and also when such business shall be voted upon. Two members holding "A" Ordinary Shares present in person or by proxy shall be a quorum for all purposes, **PROVIDED THAT**, in circumstances where there is only one member holding "A" Ordinary Shares, the quorum for any general meeting shall for all purposes be that member so present
- (b) A poll may be demanded at any general meeting by the chairman or by any member holding "A" Ordinary Shares present in person or by proxy and entitled to vote, at that meeting.
- (c) No resolution shall be deemed to have been validly passed at any general meeting of the Company unless all the holders of the "A" Ordinary Shares present at such meeting shall vote in favour of such resolution **PROVIDED ALWAYS THAT** in the event that all the said shareholders do not vote in favour of such resolution, then on the application by any shareholder(s) holding 50% or more of the issued "A" Ordinary Shares of the Company the chairman shall adjourn the general meeting for a period of 21 days (or such shorter period as agreed by all the said shareholders) and at any such resumed meeting voting shall be on the basis of numbers of "A" Ordinary Shares held in the Company but subject always to the provisions of article 19(a)

- (d) Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in respect of their right to appoint proxies. Notices of and other communications relating to any general meeting which any member is entitled to receive shall also be sent to the directors and to the auditors for the time being of the Company.

20

- (a) At any general meeting a resolution put to the vote of the meeting shall be

decided on a show of hands unless a poll is, before or on the declaration by the chairman of the result of the show of hands, demanded in accordance with article 19(b)
- (b) If at any general meeting any votes shall be counted which ought not to have been counted, or not be counted which ought to have been counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, and not in that case unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to vitiate the result of the voting
- (c) In regulation 54 of Table A the words ", not being himself a member entitled to vote," shall be deleted
- (d) Any member or member's proxy or duly authorised representative (the member being a corporation) may participate in a general meeting or a meeting of a class of members of the Company by means of conference telephones or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting

SINGLE MEMBER

21. Quorum when Single Member and Record of Decisions of Single Member

- (a) Notwithstanding any provision to the contrary in these articles or in Table A, in circumstances where the Company has only one member entitled to attend and vote, that member present in person or by proxy shall be a quorum
- (b) Such a single member shall, upon taking a decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting (unless that decision is taken by way of written resolution or unanimous assent), provide the Company with a written record of that decision

- (c) For so long as the Company is a single member Company (meaning a company with only one member entitled to attend and vote at shareholders' meetings), all provisions of these articles and of Table A shall be construed so as to be consistent with the Company only having one member
- (d) If, for any reason, the number of members of the Company increases beyond one and for so long as the number of members is more than one, the provisions of this article shall not apply

MEMBERS' ASSENT

22

- (a) Pursuant to the rights and powers under common law of all members having the right to receive notice of and to attend and vote at general meetings to assent or agree to any matter, such members' assent or agreement to any matter may (without limitation), if written be evidenced by one or more documents (including a facsimile) each accurately stating the terms of the assent or agreement and signed by or on behalf of or otherwise emanating from one or more of such members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative
- (b) The provisions of article 22(a) are in addition to and not exclusive of
 - (i) any other rights and powers under common law of all members or any class of members having the right to attend and vote at general meetings to assent or agree to or ratify any matter or to pass any resolution by unanimous written consent, and
 - (ii) any statutory rights of the members or any class of members under sections 381A and 381B of and schedule 15A to the Act,all of which rights and powers may be exercised by the members as an alternative to the unanimous assent or agreement referred to in paragraph (a) of this article

PROXIES

- 23 An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority may be handed to the chairman of the relevant meeting and regulation 62 of Table A shall be modified accordingly

DIRECTORS

24. Number and Eligibility

- (a) The number of the directors shall be not fewer than two and not more than twelve.
- (b) Any adult person may be appointed or elected as a director whatever may be his age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age

BORROWING POWERS

- 25 The directors may exercise all the powers of the Company to borrow or raise money without limit as to amount and upon such terms and in such manner as they think fit and to grant any mortgage or charge over its undertaking, property and uncalled capital, or any part thereof and subject in the case of any security convertible into shares to section 80 of the Act to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party

DIRECTORS' INTERESTS

26. Directors' Interests

- (a) *Duty to Declare Interests*

A director who is in any way interested in a contract or a proposed contract with the Company (whether directly or indirectly) must declare the nature of his interest at any meeting of the directors or of a committee of the directors at which such contract or proposed contract is to be discussed, or otherwise by notice to the directors in accordance with the provisions of the Act. Having made such disclosure a director shall be entitled to vote at a meeting of directors or of a committee of the directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present or deemed to be present at the meeting of the directors or, if relevant, the committee of the directors.

- (b) *Remuneration*

A director may, notwithstanding his office, hold and be remunerated in respect of any office or place of profit held in the Company provided that he has previously complied with all requirements of the Act relating to disclosure of interests, and he or any firm, company, or other body in which he has an interest may act in a professional capacity for the Company and be remunerated for such work and shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or place of profit. Regulation 85 of Table A shall be modified accordingly

(c) *Nature of Interests and General Notices*

For the purposes of regulation 85 of Table A (as modified by this article a director shall be considered to be interested in any contract, transaction or arrangement (if he would not otherwise be so interested) in which he is treated as interested for the purposes of section 317 of the Act. In the case of any transaction or arrangement with the Company in which the director is interested, a general notice given by a director and which otherwise complies with regulation 86(a) of Table A shall not be a disclosure as provided in that regulation unless it relates to a specified company or firm or other body in which he is interested or to a specified person who is connected with the director within the meaning of section 346 of the Act. Regulation 86 of Table A shall be modified accordingly.

DISQUALIFICATION OF DIRECTORS

27. The office of a director shall be vacated immediately

- (a) if (not being precluded from so doing by the terms of any contract with the Company) by notice to the Company he resigns the office of director, or
- (b) if he is or becomes bankrupt or insolvent or enters into any arrangement with his creditors, or
- (c) if he is or becomes incapable by reason of illness, injury or mental disorder of exercising his functions as a director properly, or
- (d) if he is removed from office by a resolution duly passed pursuant to section 303 of the Act, or
- (e) if he is prohibited from being a director by an order made under the Company Directors Disqualification Act 1986 or otherwise by law

ROTATION OF DIRECTORS

28. The directors shall not be liable to retirement by rotation and accordingly the words "and may also determine the rotation in which any additional directors are to retire" in regulation 78 of Table A and the second and third sentences in regulation 79 of Table A shall not apply to the Company as shall any other references to retirement by rotation in Table A.

MEMBERS' APPOINTMENTS

29. A member or members having the right to attend and vote at any general meeting of the Company and holding 75 per cent in nominal value of the shares giving that right may from time to time by notice to the Company remove any director from office or appoint any person to be a director, and any such removal or appointment shall be deemed to be an act of the Company and not only of such member or members. Any such notice may consist of one or more documents (including a facsimile) each signed

by or on behalf of or otherwise emanating from such member or members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative

PROCEEDINGS OF DIRECTORS

30. Meetings

- (a) The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all directors indicate their willingness to accept shorter notice of a meeting of directors, no fewer than three days' prior notice of the time and place of each meeting of directors shall be given to each director
- (b) A director may, and the secretary on the requisition of a director shall, at any time call a meeting of the directors. Notice of every meeting of the directors shall be given to every director, but the non-receipt of notice by any director shall not invalidate the proceedings at any meeting of the directors

31. Quorum

- (a) The quorum necessary for the transaction of the business of the directors shall be three directors. The directors shall nominate the chairman of the board of directors from year to year. The chairman shall not have a second or casting vote at meetings of the board or of any committee thereof.
- (b) Questions arising at a meeting shall be decided by a majority of votes

32. Voting

A resolution in writing of all the directors for the time being entitled to receive notice of meetings of directors shall be as valid and effective as if it had been passed at a meeting of the directors duly convened and held, and may consist of several documents (including a facsimile) each accurately stating the terms of the resolution and each signed by or emanating from one or more of the directors

33. Participation by Conference Telephone

Any director may participate in a meeting of directors by means of a conference telephone or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participants in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting

34. Entitlement to Notice of Meetings

All directors whether or not absent from the United Kingdom shall be entitled to receive notice of meetings of the directors

35. Provisions Where the Sole Member is also a Director

Where the Company, having only one member, enters into a contract (other than a contract entered into in the ordinary course of the Company's business) with the sole member of the Company and such sole member is also a director of the Company the terms of such contract shall, unless the contract is in writing, be set out in a written memorandum or be recorded in the minutes of the first meeting of directors following the making of the contract

36. Committees

Any meetings of a committee appointed under regulation 72 of Table A shall be governed mutatis mutandis by articles 30 to 35

SECRETARY

- 37.** The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. The directors may from time to time by resolution appoint one or more joint, assistant or deputy secretaries to exercise the function of the secretary. Regulation 99 of Table A shall be modified accordingly

MANAGING DIRECTORS

38. Appointment

The directors may from time to time appoint one or more of their number to an office (including that of managing director, manager or any other salaried office) for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A director so appointed to an office shall (without being entitled to make any claim for damages for breach of any contract of service or claim for compensation between him and the Company) ipso facto cease to hold that office (unless otherwise agreed between himself and the Company), if he ceases from any cause to be a director

39. Remuneration

The managing director, manager or other officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a director) as the directors may from time to time determine

40 Delegation of Powers

The directors may entrust to and confer upon a managing director, manager or other officer as aforesaid any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time withdraw, alter or vary all or any of such powers

ALTERNATE DIRECTORS

41. Appointment, Removal and Cessation

- (a) Any director may at any time appoint another director or any other person to be his alternate director and may at any time terminate such appointment. Any such appointment or removal shall be by notice from the director to the Company
- (b) Any person appointed as an alternate director shall vacate his office as such alternate director if and when the director by whom he has been appointed vacates his office as director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a director would cause him to vacate such office

42. Power and Notices

An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply mutatis mutandis as if he were a director. If an alternate director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is an alternate in addition to his own vote. If an alternate director's appointor does not sign the same the alternate director's signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. The foregoing provisions of this article 42 shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member

43. Interests

Any alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements and be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company from time to time direct

44. Replacement Director

- (a) In addition to the right to appoint any other director or any other person to be his alternate director, any director may at any time appoint any other director or any other person to act as a replacement director for him on such terms and subject to such conditions as he shall elect and may at any time terminate such appointment. Any such appointment or removal shall be by notice from the director to the Company.
- (b) Any such replacement director (as such) shall not be deemed to be a director by reason of such appointment and except as provided in these articles or in the notice appointing him shall not have power to act as a director nor have any of the responsibilities or duties of a director nor shall he be deemed to be a director for the purposes of these articles other than as specified in this article. A replacement director shall not be deemed to be the agent of his appointor except in relation to matters in which he acted or failed to act on the direction of his appointor as given in the notice of his appointment.
- (c) A replacement director shall be entitled to attend and vote as a director and to count for the purposes of any quorum at any such meeting at which the director appointing him is not personally present and at which his appointor has authorised him to attend and vote. At any such meeting the replacement director shall be authorised to act in accordance with the authority given to him by his appointor in the notice of his appointment. If a replacement director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is a replacement in addition to his own vote. If a replacement director does not sign the same, the replacement director's signature to any resolution in writing as a director shall be as effective as the signature of his appointor. The foregoing provisions of this paragraph of this article shall apply mutatis mutandis to any meeting of any committee of the directors of which his appointor is a member.
- (d) The provisions of article 43 shall apply mutatis mutandis to any replacement director.

PENSIONS AND ALLOWANCES

- 45 The directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a holding company or a subsidiary of the Company or is allied to or associated with the Company or with any such holding company or subsidiary, or who may be or have been 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, relations and dependants of any such persons, and establish, subsidise and subscribe to any institutions, associations, societies, 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, subject always, if so required by law, to particulars with respect to the proposed payment being approved by the Company, and a director shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument

THE SEAL

46. The Seal

(a) *Sealing*

If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or a second director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal.

(b) *Foreign Seal*

The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors.

(c) *Dispensation*

The Company may dispense with the need for a company seal insofar as permitted by the Act.

47. Notices

(a) *Form of Notice*

Any notice to be given to or by any person pursuant to these articles shall be in writing except that a notice calling a meeting of the directors need not be in writing. Any notice to be given under these articles may be delivered personally or sent by first class post (airmail if overseas) or, where an address has been notified to or by the Company for the purposes of electronic communication, may be sent by facsimile, email or any other form of electronic communication.

(b) *Address for Service*

The address for service of any notice shall be as follows

In the case of a member or his legal personal representative or trustee in bankruptcy such member's address as shown in the Company's register of members of the Company or the address notified by or on behalf of the member to the Company for that purpose;

In the case of a director his last known address or at the address notified by him to the Company for that purpose,

In the case of a meeting of the directors the place of the meeting,

In the case of the Company its registered office, and

In the case of any other person to his or its last known address

(c) *Service*

Any such notice shall be deemed to have been served and be effective:

- (i) if delivered personally, at the time of delivery;
- (ii) if posted, on receipt or at the expiry of two Business Days (or in the case of airmail four Business Days) after it was posted, whichever occurs first,
- (iii) if sent by facsimile, at the time of transmission (if sent during normal business hours, that is 9.30 to 17.30 local time on a Business Day in the place to which it was sent) or (if not sent during such normal business hours) at the beginning of the normal business hours in the place to which it was sent next following transmission, and
- (iv) if sent by email or any other form of electronic communication on receipt or at the expiration of 48 hours after the time it was sent, whichever occurs first.

For the purposes of this article 46, "Business Day" means any day other than a Saturday, Sunday or any day which is a public holiday in the place or places at which the transaction in question is being effected or the notice in question is being effected

- (d) In proving such service it shall be sufficient to prove that personal delivery was made, or that such notice was properly addressed stamped and posted or in the case of a facsimile that an activity or other report from the sender's facsimile machine can be produced in respect of the notice showing the recipient's facsimile number and the number of pages transmitted
- (e) In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding Notice so given shall constitute notice to all the joint holders

WINDING UP

48. In regulation 117, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

INDEMNITY

49. Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under sections 144 or 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this article shall only have effect insofar as its provisions are not avoided by section 310 of the Act.