

Company Number: 3861384

THE COMPANIES ACTS 1985 – 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

FAIRFIELD INSURANCE SERVICES LIMITED

Passed 14th March 2002

The following Resolution having been signed on the date specified above by or on behalf of all the members of the company who at such date would be entitled to attend and vote thereon at a general meeting of the Company has been duly passed as a SPECIAL RESOLUTION of the Company pursuant to S381A of the Companies Act 1985

SPECIAL RESOLUTION

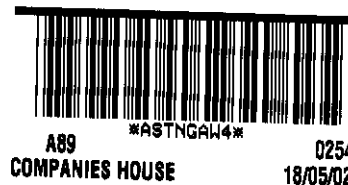
That new Articles of Association be adopted by the Company in the form annexed to this Special Resolution and marked 'A' and initialled for identification and that the share capital of the company be increased by the creation of one hundred £1 ordinary shares called "A" Ordinary shares.

DATED: 14th March 2002

.....
Michael Richard Aldous

.....
Philip Paul Nash

.....
Roger Askin



"A"

THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

FAIRFIELD INSURANCE SERVICES LIMITED

(Adopted by Special Resolution
passed on 14/03/2002)

PRELIMINARY

1. (A) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (B) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

SHARES

2. (A) Subject to Section 80 of the Act and to the following provisions of Article (B) below the shares comprised in the authorised share capital of the Company as at the date of adoption of these Articles shall be under the control of the Directors and the Directors shall have power to offer, allot, grant options over or otherwise dispose of the same, to such persons, at such times and generally on such terms and in such manner as they think fit.
- (B) (i) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to allot relevant securities (as defined in Section 80) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital.
- (ii) The authority to allot relevant securities shall expire on the fifth anniversary from the date of adoption of these Articles. The authority hereby given may at any time (subject to the said Section 80) be renewed,

revoked or varied by Ordinary Resolution of the Company in General Meeting.

(iii) Any offer or agreement in respect of relevant securities which is made prior to the expiration of such authority and in all respects within the terms of such authority shall be authorised to be made, notwithstanding that such offer of agreement would or may require allotment of the relevant securities after the expiration of such authority, and accordingly the Directors may at any time allot any relevant securities in pursuance of such an offer or agreement.

(iv) In accordance with Section 91 (1) of the Act Sections 89 (1) and 90 (1) to (6) (inclusive) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company

(C) Subject as may be provided in any Relevant Agreement (as defined in Article 6) all shares which are not comprised in the authorised share capital of the Company as at the date of adoption of these Articles and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those share so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not being capable of being offered aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (C) shall have effect subject to Section 80 of the Act.

(D) PREFERENCE SHARES

The rights attaching to the Preference Shares are as follows:

(i) Profits

The Preference Shares shall not confer any entitlement to participate in distributions of income or profits or to receive any assets of the Company, except on a winding up or other return of capital.

(ii) Capital

The Preference Shares shall entitle the holders thereof, on a winding up or other return of capital, in priority to any return of capital on any other class of shares, to repayment of the capital paid up or credited as paid up on each share.

(iii) Voting

The Preference Shares shall not entitle the holders to receive notice of or to attend or vote at any general meeting of the Company unless the business of the meeting includes the consideration of a resolution for winding up the Company or for a reduction in the capital or any resolution directly or adversely modifying or abrogating any of the special rights or privileges attached to the preference Shares.

(iv) Redemption

Subject to the provisions of part V, chapter VII of the Companies Act 1985, the Preference Shares may be redeemed at par at any time in whole or in part at the option of the Company but in any event not later than 14 April 2008.

(v) Other Rights

The Preference Shares shall not confer on the holders thereof any further rights to participate in the profits or assets of the Company or to vote.

(E) A ORDINARY SHARES

The rights attaching to the A Ordinary Shares are as follows:

(i) Profits

The A Ordinary shares will share in distributions of income or profits or receive any asset of the Company as if they were Ordinary Shares of the Company.

(ii) Capital

The A Ordinary Shares shall entitle the holders thereof, on a winding up or other return of capital, after the repayment of the Preference Shares but in priority to any return of capital on any other class of shares, to repayment of the capital paid up or credited as paid up on each share.

(iii) Voting

The A Ordinary Shares shall not entitle the holders to receive notice of or to attend or vote at any general meeting of the Company unless the business of the meeting includes the consideration of a resolution for winding up the Company or for a reduction in the capital or any resolution directly or adversely modifying or abrogating any of the special rights or privileges attached to the preference Shares.

(iv) Other Rights

The A Ordinary Shares shall not confer on the holders thereof any further rights to participate in the profits or assets of the Company or to vote.

LIEN

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

GENERAL MEETINGS AND RESOLUTIONS

4. (A) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.
All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.
 - (B) 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 regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.
 - (C) No business shall be transacted at any General Meeting unless a quorum is present. Subject to paragraph (F) below three persons entitled to vote upon the business to be transacted each being a Member or a proxy for a Member or a duly authorised representative of a corporation shall be a quorum.
 - (D) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
 - (E) Clauses 40 and 41 in Table A shall not apply to the Company.
 - (F) If and for so long as the Company has only one or two Members that Member(s) present in person or by proxy or if that Member is a corporation by a duly authorised representative of a corporation shall be a quorum.
5. (A) If and for so long as the Company has only one Member and that Member takes any decision which is required to be taken in General Meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in General Meeting save that this paragraph shall not apply to resolutions passed pursuant to sections 303 and 391 of the Act. Any decision taken by a sole Member pursuant to paragraph (A) above shall be recorded in

writing and delivered by that Member to the Company for entry in the Company's Minute Book.

TRANSFER OF SHARES

6. (1) No Member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share (save as may be required in pursuance of his obligations under these Articles or any Relevant Agreement) (as defined in Article 6(8)) or create or permit to exist any charge, lien, encumbrance or trust over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except (but subject always to paragraph (6)):
 - (a) as permitted by Article 7;
 - (b) pursuant to the acceptance of a written offer as mentioned in Article 7(18);
 - (c) as permitted by a Relevant Agreement.
- (2) If a Member at any time attempts to deal with or dispose of a share or any interest therein or right attaching thereto otherwise than as permitted by these Articles he shall be deemed immediately prior to such attempt to have given a transfer notice in respect of such share.
- (3) For the purpose of ensuring that a particular transfer of shares is permitted hereunder the Directors may require the transferor or the person named as transferee in any transfer lodged for registration to furnish the Company with such information and evidence as the Directors may think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the Directors within a period of 28 days after such request the Directors shall be entitled to refuse to register the transfer in question.
- (4) Where a transfer notice in respect of any share is deemed to have been given under any provision of these Articles or under any Relevant Agreement and the circumstances are such that the Directors (as a whole) are unaware of the facts giving rise to the same such transfer notice shall be deemed to have been received by the Directors on the date on which the Directors (as a whole) actually become aware of such facts and the provisions of Article 7 shall apply accordingly.
- (5) A deemed transfer notice shall be deemed not to contain a Total Transfer Condition (as defined in Article 7) and shall not be revocable.
- (6) The Directors shall not refuse to register any transfer of a share that is permitted under these Articles but may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which would otherwise be permitted hereunder if it is a transfer:
 - (a) of a share on which the Company has a lien;

- (b) of a share (not being a fully paid share) to a person of whom they shall not approve and shall in any event refuse to register the transfer of a share which is prohibited by any Relevant Agreement.
- (7) If a Member becomes aware of any event that is deemed to give rise to an obligation to serve a transfer notice he shall forthwith give written notice thereof to the Directors.
- (8) A Relevant Agreement means any shareholders or other agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the Members and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles.

PRE-EMPTION RIGHTS

- 7. (1) Except for a transfer of shares which is permitted under these Articles as mentioned in Article 6(1), no share shall be transferred until the following conditions of this Article are complied with:
 - (a) Any Member proposing to transfer a share ('the proposing transferor') shall give notice in writing ('transfer notice') to the Directors that the proposing transferor desires to transfer such share. In the transfer notice the proposing transferor shall specify:
 - (i) the number and class of shares which the proposing transferor wishes to transfer ('the Transfer Shares') (which may be all or part only of the shares then held by the proposing transferor);
 - (ii) whether or not the proposing transferor has received an offer from a third party for the Transfer Shares and if so the identity of such third party and the price offered for the Transfer Shares.
 - (b) A transfer notice shall also state whether the proposing transferor wishes to impose a Total Transfer Condition (meaning a condition that unless all of the Transfer Shares are sold pursuant to the following provisions of this Article none shall be so sold), but in the absence of such a statement the transfer notice shall be deemed not to contain a Total Transfer Condition. Any two or more Members shall be entitled to serve a joint transfer notice (meaning a notice signed by each of them specifying the shares which they wish together to transfer) containing a Total Transfer Condition and such notice shall for all the purposes of this Article take effect as if it were a single transfer notice and the Total Transfer Condition related to all the shares the subject of the joint transfer notice, but the obligations of those Members thereunder or in respect thereof shall be several only in proportion to the number of Transfer Shares which they hold respectively;
 - (c) The transfer notice shall constitute the Company (by its board of Directors) as the agent of the proposing transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the transfer notice or at any time thereafter) at the Transfer Price (as

hereinafter defined) on the terms of this Article. If a proposing transferor revokes a transfer notice he may not subsequently transfer the shares the subject of the transfer notice (or any interest therein) otherwise than in accordance with these Articles and any Relevant Agreement.

- (2) Where a transfer notice is given in respect of more than one class of share it shall be deemed for the purposes of this Article to comprise a number of separate transfer notices, one in respect of each such class. However, where the proposing transferor simultaneously serves transfer notices in respect of more than one class of shares he may stipulate in such notices by reference to this paragraph of this Article that any Total Transfer Condition shall apply to all of such shares and not merely to one class only.
- (3) Within seven days after the receipt of any transfer notice the Directors shall serve a copy of that transfer notice on all the Members other than the proposing transferor. In the case of all deemed transfer notice the Directors shall similarly serve notice on all the Members (including the proposing transferor), notifying them that the same has been deemed to have been given, within three months after (i) the date of the event giving rise to the deemed transfer notice or (ii) (if later) the date on which the Directors (as a whole) actually became aware of such event.
- (4) Subject as provided otherwise in these Articles or in any Relevant Agreement the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price per Transfer Share ('the Transfer Price') determined in accordance with paragraph (5).
- (5)
 - (a) The Transfer Price shall be such price as shall be agreed in writing between the proposing transferor and the Directors or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notices pursuant to paragraph (3) the Transfer Price will be determined by the auditors of the Company ("the Valuer"). The Valuer shall act as an expert and shall not act as an arbitrator and subject as provided below his written determination shall be final and binding on the Members.
 - (b) The Valuer will certify the open market value of the Transfer Shares as at the date of the transfer notice on the following assumptions and bases:
 - (i) valuing the Transfer Shares as on an arm's length sale between a willing vendor and a willing purchaser;
 - (ii) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (iii) that the Transfer Shares are capable of being transferred without restriction;
 - (iv) valuing the Transfer Shares as a rateable proportion of the total value of all the issued shares of the Company which value shall not be discounted or enhanced by reference to the class of the Transfer Shares or the number thereof;

- (v) valuing the Company adopting generally accepted practices and principles for the valuation of general insurance companies applicable in the market at the time of the relevant transfer notice.
 - (vi) The value of the Preference Shares and the A Ordinary Shares shall be par.
- (c) If any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Valuer in such manner as he shall in his absolute discretion think fit.
 - (d) The Transfer Price shall be a sum equal to the open market value of the Transfer Shares determined as aforesaid divided by the number of Transfer Shares. The Company will use its best endeavours to procure that the Valuer determines the Transfer Price within 21 days of being requested so to do.
 - (e) The Valuer shall within 7 days after determination of the Transfer Price send notice in writing to the Directors with full details of his determination and the Directors shall immediately serve a copy of such determination and other details upon all the Members.
 - (f) That determination is to be final and binding on the Members, unless within 14 days after such service upon him any Member serves notice in writing upon the Directors that he does not agree the Transfer Price as so determined.
- (6) If notice is served pursuant to sub-clause 5(f) that any Member does not agree with the Transfer Price determined by the Valuer the transfer price shall be the subject of further determination by two independent Chartered Accountants of not less than 5 years standing ("the Experts") who shall be nominated by agreement between all the Members or failing such nomination within 14 days after the request of any Member by the President for the time being of the Institute of Chartered Accountants in England and Wales.
 - (7) The Experts shall determine the Transfer Price in the manner and as provided in Article 5(b), (c), (d) and (e) (as though "Expert" were substituted for "Valuer") provided always that the price payable for the Transfer Shares shall be the average of the valuation provided by the Valuer and the second and third valuations provided by the Experts ("the Average Figure") which shall be the Transfer Price. The Company will use its best endeavours to procure that the final Transfer Price is determined within 21 days of the Experts being nominated.
 - (8) If the determination of the Transfer Price is referred to the Valuer the date of determination of the Transfer Price ("the Determination Date") shall be the date on which the Directors receive the Expert's determination of the Transfer Price in writing. Unless the Experts have been nominated to provide a second and third valuation in which case the determination date shall be the date on which the Average Figure is ascertained by the Directors.
 - (9) The costs and expenses of the Expert in determining the Transfer Price and of his appointment shall be borne as to one half by the proposing transferor and as to the other half by the purchasers (as hereinafter defined) pro rata according to the

number of Transfer Shares purchased by them unless none of the Transfer Shares are purchased pursuant to paragraphs (9), (11) or (13), in [either of] which event[s] the proposing transferor shall pay all of such costs and expenses. In the case of default by a person in paying his due proportion of such costs and expenses any of the other contributors of (if the proposing transferor is solely responsible for such costs and expenses) the Company may pay such sum in his stead and any payment made in so doing shall be recoverable from the defaulter as a debt payable on demand.

- (10) Within 7 days after the Determination Date the Transfer Shares shall be offered for purchase at the Transfer Price by the Directors to those Members who at the date of the offer are registered as the respective holders of shares of the same class as the Transfer Shares (other than the proposing transferor) in proportion to the number of shares of that class then held by them respectively. Every such offer shall be made in writing and shall specify (a) the total number of Transfer Shares; (b) the number of Transfer Shares offered to the Member ('Pro-Rata Entitlement'); (c) whether or not the transfer notice contained a Total Transfer Condition and (d) a period (being not less than 14 days and not more than 21 days) within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the Member in applying for his Pro-Rata Entitlement and for any shares in excess of such entitlement which he wishes to purchase. Upon the expiry of the said offer period, the Director shall allocate the Transfer Shares in the following manner:
- (a) to each Member who has agreed to purchase shares, his Pro-Rata Entitlement or such lesser number of Transfer Shares for which he may have applied;
 - (b) if any Member has applied for less than his Pro-Rata Entitlement, the excess shall be allocated to the Members who have applied for any part of such excess in proportion to the number of shares of the class then held by them respectively (but without allocating to any Member a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this paragraph (b) without taking account of any Member whose application has already been satisfied in full.
- (11) If and to the extent that the Transfer Shares are not accepted by a Member or Members holding shares of the same class as the Transfer Shares within the time limited for acceptance or if there are no other holders of shares of that class the Directors shall (in the former case) within 7 days after the expiration of such time as aforesaid (and in the latter case) immediately, offer the Transfer Shares or so many thereof as have not been accepted as aforesaid (as the case may be) to Members holding shares of the other class or classes and the provisions of paragraph (9) shall apply mutatis mutandis to such offer (save that in the case of competition the Transfer Shares shall be sold to the acceptors in proportion to the aggregate nominal value of the shares then held by each of them respectively).
- (12) If any of the Transfer Share shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the Members, or some of them, in such proportions as may be determined by lots drawn in respect hereof, and the lots shall be drawn in such manner as the Directors shall think fit.

- (13) If the transfer notice in question contained a Total Transfer Condition then no offer of Transfer Shares made by the Directors pursuant to this Article shall be capable of acceptance until all of the Transfer Shares shall have been accepted by the Members (or any of them). If by the foregoing procedure the Directors shall not receive acceptances in respect of all the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the proposing transferor and none of the Transfer Shares will be sold to the Members (except as mentioned below) pursuant to this Article. The proposing transferor may within a period of 3 months after the date of the Directors' said notice either sell all (but not some only) of the Transfer Shares to any person or persons (including any Member) at any price which is not less than the Transfer Price (after deducting, where appropriate, any net dividend or other distribution to be retained by the proposing transferor) or require the Directors to forthwith take all reasonable and practicable steps to sell the business of the Company and thereafter to wind up the Company..
- (14) If, by the foregoing procedure, the Directors shall receive acceptances in respect of all the Transfer Shares the Directors shall forthwith give notice in writing as hereinafter mentioned to the proposing transferor and to the Member or Members who have agreed to purchase the same ('purchaser' or 'purchasers') and the proposing transferor shall thereupon become bound upon payment of the Transfer Price to the proposing transferor (whose receipt shall be a good discharge to the purchaser, the Company and the Directors thereof none of whom shall be bound to see to the application thereof) to transfer to each purchaser those Transfer Shares accepted by him. Every such notice shall state the name and address of each purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the Directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the Directors.
- (15) If the transfer notice in question did not contain a Total Transfer Condition and if by the foregoing procedure the Directors shall receive acceptance in respect of none or part only of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the proposing transferor, and the proposing transferor:
- (a) shall thereupon become bound upon payment of the Transfer Price to transfer to each purchaser (if any) those Transfer Shares accepted by him and the provisions of paragraph (14) shall apply mutatis mutandis thereto
 - (b) may within a period of 3 months after the date of the Directors' said notice sell all or any of those Transfer Shares which have not been accepted as aforesaid to any person or persons (including any Member) at any price which is not less than the Transfer Price (after deducting, where appropriate, the amount of any net dividend or other distribution to be retained by the proposing transferor)
- (16) If a proposing transferor, having become bound to transfer any Transfer Shares pursuant to this Article, makes default in transferring the same the Directors may

authorise some person (who is (as security for the performance of the proposing transferor's obligations) hereby irrevocably and unconditionally appointed as the attorney of the proposing transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the proposing transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the proposing transferor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

- (17) Without prejudice to the generality of Article 6(3) the Directors may require to be satisfied that any shares being transferred by the proposing transferor pursuant to either paragraph (13) or paragraph (15) (b) are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer and if not so satisfied may refuse to register the instrument of transfer.
- (18) Notwithstanding the provisions of paragraphs 13 and 15(b), no transfer of any shares shall be made by the proposing transferor pursuant to either of those paragraphs or registered without the previous consent in writing of all the Members if it would result in a person or persons who was or were not a Member or Members of the Company on the date of adoption of these Articles (and any person or persons acting in concert (within the meaning of the City Code on Takeovers and Merges) with him or them) obtaining direct or indirect control of a Controlling Interest unless, before the transfer is made, the proposed transferee(s) ('Buyer') make(s) a written offer (open for acceptance in England for a period of at least 30 days from its delivery, which shall be made personally on each of the Members) to all the Members to purchase all the shares in the capital of the Company then in issue (at the same time and on the same terms and conditions for each Member) at a price per share not less than the Transfer Price. Such offer shall not be made conditional on all or any proportion of the Members accepting it and shall be on terms that it may be accepted by each Member in respect of the whole or any part of his holding of shares. No Member (including the proposing transferor) shall complete any sale of shares to the Buyer unless the Buyer completes the purchase of all the shares agreed to be sold simultaneously.
- (19) (a) In this paragraph a 'Relevant Event' means:
 - (i) in relation to a Member being an individual:
 - (aa) such Member being adjudicated bankrupt; or
 - (bb) the happening of any such event (mental disorder) as is referred to in paragraph (c) of regulation 81; or
 - (cc) such Member ceasing to be connected with the Company; and for these purposes an individual shall be

treated as connected with the Company if but only if and so long as he is a Director or employee of the Company;

- (ii) a Member making any voluntary arrangement or composition with his creditors;
- (iii) in relation to a Member being a body corporate:
 - (aa) a receiver, manager, administrative receiver or administrator being appointed of such Member or over all or any part of its undertaking or assets; or
 - (bb) such Member entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or
 - (cc) such Member ceasing to be controlled (as defined by Section 840 of the Income and Corporation Taxes Act 1988) by the person(s) who controlled such Member on the date on which it became a Member of the Company or on the date of adoption of these Articles (whichever shall be the later).
- (b) Upon the happening of any Relevant Event the Member in question shall be deemed to have immediately given a transfer notice in respect of all the shares of any class as shall then be registered in the name of such Member.
- (20) An obligation to transfer a share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.
- (21) The provisions of this Article may be waived in whole or in part in any particular case with the prior written consent of all the Members.
- (22) If, under any of the provisions of this Article, any Members become jointly and severally liable to complete the purchase of any Transfer Shares in place of any nominated purchaser then as between such Members each of them shall purchase such number thereof as shall bear to the total number of Transfer Shares in question the same proportion as the number of shares held by such Member at the date of the relevant nomination bore to the total number of shares then held by all such Members.

DIRECTORS

- 8. (A) Clause 64 in Table A shall not apply to the Company.
- (B) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company and at the date of adoption of these Articles is three. Subject to and in default of any such determination there shall be no maximum number of Directors

and the minimum number of Directors shall be one. Whensoever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

- (C) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.
- (D) No person shall be appointed a Director at any General Meeting unless either:-
 - (i) he is recommended by the Directors; or
 - (ii) not less than fourteen days nor more than thirty-five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.
- (E) Subject to paragraph (D) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
- (F) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (B) above as the maximum number of Directors for the time being in force.
- (G) In any case where as the result of the death of a sole Member of the Company the Company has no Members and no Directors the personal representatives of such deceased Member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in General Meeting pursuant to paragraph (E) of this Article.

BORROWING POWERS

- 9. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and 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.

ALTERNATE DIRECTORS

- 10. (A) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by

notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

- (B) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OF DIRECTORS

- 11. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

- 12. (A) The Directors may exercise the powers of the Company conferred by the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
- (B) Clause 87 in Table A shall not apply to the Company.

DIRECTORS' INTERESTS

- 13. (A) A Director may vote, at any meeting of the Directors or of any committee 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, 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) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

INDEMNITY

- 14. (A) Every Director or other officer or Auditor of the Company shall 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 judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 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 in so far as its provisions are not avoided by Section 310 of the Act.

- (B) The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act.
- (C) Clause 118 in Table A shall not apply to the Company.

COMPANY SEAL

- 15. (A) 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 instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Clause 101 of Table A shall not apply to the Company.
- (B) 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.