


BLUESURE LIMITED

(Company number 3940496) (the "Company")

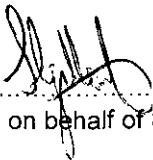
Written resolution of shareholders dated 3 February 2005

In accordance with regulation 53 of Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 which apply to the Company the undersigned, being the members of the Company who would have been entitled to vote in respect of such matters had they been proposed at a general meeting of the Company, hereby approve the following business as if that business had been passed, by way of a **SPECIAL RESOLUTION** at a duly convened meeting of the shareholders of the Company:

- (i) That the attached proposed new articles of association of the Company which have been initialled for the purposes of identification be adopted to replace in their entirety the current articles of association of the Company.



for and on behalf of Benfield Holdings Limited



for and on behalf of Santam UK Limited



Anthony Gerald Martin



Im.



No: 3940496

THE COMPANIES ACT 1985 TO 1989
COMPANY LIMITED BY SHARES
NEW ARTICLES OF ASSOCIATION
of
BLUESURE LIMITED

adopted by Written Resolution dated 12 March 2003

and amended by Written Resolutions dated

7 January 2005 and 3 February 2005

1 ADOPTION OF TABLE A

- 1.1 The regulations contained in Table A shall, except where they are excluded or modified by or are inconsistent with these Articles, apply to the Company and, together with these Articles, shall constitute the Articles of Association of the Company.
- 1.2 Regulations 12 to 13, 15 to 21, 24, 39, 40, 41, 50, 64, 73 to 77 (inclusive), 80, 81, 88, 89, 94, 104 and 118 of Table A shall not apply to the Company.

2 INTERPRETATION

- 2.1 The headings shall not affect the interpretation of these Articles and in the interpretation of these Articles unless the context otherwise requires, the following words and expressions shall bear the meanings set opposite them:-

A Director: a Director appointed by the A Shareholder;

A Shares: the A Ordinary Shares of £1.00 each in the capital of the Company;

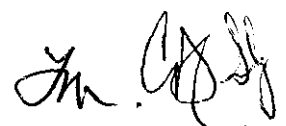
A Shareholder: the holder(s) for the time being of the A Shares;

Act: the Companies Act 1985 (as amended as at the date of adoption of these Articles);

Auditors: the auditors of the Company from time to time;

B Director: a Director appointed by the B Shareholder;

B Shares: the B Ordinary Shares of £1.00 each in the capital of the Company;



B Shareholder: the holder(s) for the time being of the B Shares;

Board: the board of directors of the Company from time to time or, as the case may be, any duly authorised committee of the Board;

Business Day: a day other than a Saturday or Sunday or public holiday in England and Wales;

Business Plan: the business plan of the Company as agreed by the Board from time to time;

Chairman: the Chairman of the Board;

Conversion Date: means the date of conversion of the Preferred Redeemable Shares in accordance with Article 4.2.5;

Deferred Shares: the deferred shares of £1.00 each in the capital of the Company;

Director: a director for the time being of the Company;

Group: the Company and its subsidiary undertakings from time to time;

Group Company: the Company or any of its subsidiary undertakings from time to time;

group member: in relation to any company means any body corporate which is that company's subsidiary undertaking or parent undertaking or a subsidiary undertaking of that company's parent undertaking;

Ordinary Shares: the Ordinary Shares of £1.00 each in the capital of the Company;

Permitted Transfer: a transfer of Shares made pursuant to Article 7;

Permitted Transferee: a person to whom Shares are transferred pursuant to Article 7 and a person is regarded as the Permitted Transferee of a Shareholder if the Shares held by such person have been transferred as a result of one or more successive Permitted Transfers the first of which was a transfer by such Shareholder;

Preferred Redeemable Shares: the Preferred Redeemable Shares of £1.00 each in the capital of the Company;

Redemption Date: means the date of redemption of any Preferred Redeemable Share in accordance with Article 4.2.4;

Regulator: means the Financial Services Authority of the United Kingdom or such other regulatory body to whose jurisdiction the Company becomes subject in accordance with a Business Plan;

Shares: the A Shares, the B Shares, the Ordinary Shares, the Preferred Redeemable Shares and the Deferred Shares;

Shareholders: any person registered in the books of the Company as a holder of Shares for the time being;

Table A: Table A in the Schedule to the Companies (Table A to F) Regulations 1985 as in force at the date of adoption of these Articles.

- 2.2 The terms “**subsidiary**”, “**subsidiary undertaking**”, “**wholly-owned subsidiary**”, “**holding company**”, “**parent undertaking**”, “**financial year**”, “**body corporate**” and “**equity share capital**” shall have the meanings respectively attributed to them as at the date of adoption of these Articles by the Act and the term “**connected person**” shall have the meaning attributed to it as at the date of the adoption of these Articles by section 839 Income and Corporation Taxes Act 1988 and the words “**connected with**” shall be construed accordingly.
- 2.3 The expression “**Shareholder**” or “**member**” includes his personal representatives and any person entitled to his Shares in consequence of bankruptcy or mental incapacity.
- 2.4 Words importing one gender shall (where appropriate) include any other gender and words importing the singular shall (where appropriate) include the plural and vice versa.
- 2.5 Except where the context otherwise requires, any reference to the agreement or consent of the holders of any class of shares in the capital of the Company means such consent or sanction on the part of such holders as is required for a modification of the rights attaching to such shares.

3 **SHARE CAPITAL**

- 3.1 The authorised share capital of the Company immediately following the adoption of these Articles will be £23,241,910 divided into 4,500,000 A Shares, 4,500,000 B Shares, 4,370,625 Ordinary Shares, 6,000,000 Preferred Redeemable Shares and 3,871,285 Deferred Shares.
- 3.2 The A Shares, the B Shares and the Ordinary Shares shall rank *pari passu* in all respects except as otherwise specified in these Articles.
- 3.3 No Shares shall be allotted or issued except pursuant to the provisions of a written agreement made between the Shareholders.
- 3.4 Section 89(1) and Section 90(1) to (6) (inclusive) of the Act shall not apply to the allotment by the Company of any equity security.
- 3.5 Subject to the terms of allotment the Board may make calls upon the Shareholders in respect of any moneys unpaid on their Shares (whether in respect of the nominal value of the Shares or by way of premium). At least twenty-one clear days’ notice shall be given of every call specifying the time or times, place of payment and the amount called on the Shareholders’ Shares. A call may be revoked in whole or in part or the time fixed for its payment postponed in whole

or in part by the Board at any time before receipt by the Company of the sum due thereunder.

- 3.6 A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable by instalments.
- 3.7 Each Shareholder shall pay to the Company, at the time and place of payment specified in the notice of the call, the amount called on his Shares. A person on whom a call is made will remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made.
- 3.8 If a sum called in respect of a Share shall not be paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest on the sum from the day fixed for payment to the time of actual payment at such rate, not exceeding 6 per cent per annum, as the Board may decide, together with all expenses that may have been incurred by the Company by reason of such non-payment, but the Board may waive payment of interest and such expenses wholly or in part.
- 3.9 The Board may on the allotment of Shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
- 3.10 If a Shareholder fails to pay the whole or any part of any call or instalment of a call on the day fixed for payment, the Board may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any accrued interest incurred by the Company by reason of the non-payment. The notice shall fix a further day (not being less than twenty-one clear days from the date of the notice) on or before which the payment required by the notice is to be made and give the details of the Company's bank account (being an account with a clearing bank in the UK) into which payment must be made, and shall state that, in the event of non-payment at or before the time and into the account specified, the shares on which the call was made will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share shall be treated as if it had been forfeited.
- 3.11 If the requirements of the notice as set out in Article 3.10 are not complied with, any Share in respect of which the notice has been given may, at any time before the payments required by the notice have been made, be forfeited by a resolution of the Board to that effect. Every forfeiture shall include all dividends and other payments or distributions declared in respect of the forfeited Shares and not paid or distributed before forfeiture. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the Board.
- 3.12 Subject to the provisions of the Statutes, a forfeited Share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of upon such terms and in such manner as the Board decides, either to the person who was before the forfeiture the holder or to any other person, and at any time before sale, re-allotment or other disposition the forfeiture may be cancelled on such terms as the Board decides. The Company shall not exercise any voting

rights in respect of such a share. Where for the purposes of its disposal a forfeited share is to be transferred to any person the Board may authorise some person to execute an instrument of transfer of the share.

3.13 When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder, or the person entitled to the share by transmission, and an entry of the forfeiture, with the date of the forfeiture, shall be entered in the register, but no forfeiture shall be invalidated by any failure to give such notice or make such entry.

3.14 A person any of whose shares have been forfeited shall cease to be a member in respect of the forfeited shares and shall surrender to the Company for cancellation the certificate for the shares forfeited, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all money which at the date of forfeiture was then payable by him to the Company in respect of the shares, with interest on such money at such rate, not exceeding 6 per cent per annum, as the Board may decide from the date of forfeiture until payment. The Board may, if it thinks fit, waive the payment of all or part of such money and/or the interest payable thereon.

4 RIGHTS AND RESTRICTIONS OF THE DEFERRED SHARES AND THE PREFERRED REDEEMABLE SHARES

4.1 The special rights and restrictions attaching to the Deferred Shares shall be as follows:

4.1.1 Income

The Deferred Shares shall not entitle the holders thereof to receive any dividend or other distribution.

4.1.2 Capital

On a return of capital on a winding up the holders of Deferred Shares shall be entitled to receive the amount paid upon such shares after the holders of the A Shares, B Shares and Ordinary Shares have received the sum of £1,000,000 in respect of each such Share, but shall have no other right to participate in the assets of the Company.

4.1.3 Voting

The Deferred shares shall not entitle holders thereof to receive notice of or to attend or vote at any general meeting of the Company.

4.2 The special rights and restrictions attaching to the Preferred Redeemable Shares shall be as follows:

4.2.1 Issuance

Preferred Redeemable Shares may only be issued to holders of A Shares or B Shares, or both.

4.2.2 **Income**

The Preferred Redeemable Shares shall confer on the holders thereof (as a class) a priority right to participate in any dividend declared by the Company, in priority to any dividend being declared or paid to the holders of any other Shares, until such time as the holders of Preferred Redeemable Shares have received an amount equal to 8 per cent of the nominal value of each Preferred Redeemable Share in any financial period of the Company. Once the holders of Preferred Redeemable Shares have received such an amount in any financial period of the Company, the Preferred Redeemable Shares shall not confer on the holders thereof any further entitlement to participate in dividends declared by the Company during that same financial period. The provisions of this Article 4.2.2 shall not, however, require the Company to pay a dividend in any financial period.

The rights under this Article 4.2.2 shall apply to each Preferred Redeemable Share until the earlier of its Redemption Date or the Conversion Date.

4.2.3 **Voting**

The Preferred Redeemable Shares shall rank pari passu in all respects with the voting rights attaching to A Shares, B Shares and Ordinary Shares.

4.2.4 **Redemption**

- (i) The Company may by written notice delivered to the then holders of Preferred Redeemable Shares elect to redeem all or any part of the Preferred Redeemable Shares then in issue, for their nominal value provided that in the case of a redemption of part only of the then outstanding Preferred Redeemable Shares such redemption shall only occur if the Preferred Redeemable Shares held by each then holder of Preferred Redeemable Shares are redeemed in a proportion equal to the proportion which the Preferred Redeemable Shares held by that holder of Preferred Redeemable Shares bears to the total number of Preferred Redeemable Shares then in issue.
- (ii) A holder of Preferred Redeemable Shares shall be entitled at any time after 28 February 2008 to serve written notice on the Company and the other holders of Preferred Redeemable Shares requesting the Company to redeem all or any part of the Preferred Redeemable Shares then held in his name for their nominal value, provided that such redemption shall only occur if:
 - (a) to do so would not cause the Company to fall below any net asset or other solvency test which the Company is required to satisfy in order to maintain its then current

regulation by a Regulator on the Redemption Date by a factor of 150%;

- (b) when assessed in accordance with the Company's most recent Business Plan, to do so would not cause the Company to either (i) fall below any net asset or other solvency test which the Company is required to satisfy in order to maintain its then current regulation by a Regulator, or (ii) become insolvent, each within a period of 12 months following the Redemption Date;
 - (c) the Preferred Redeemable Shares held by each then holder of Preferred Redeemable Shares are redeemed in a proportion equal to the proportion which the Preferred Redeemable Shares held by that holder of Preferred Redeemable Shares bears to the total number of Preferred Redeemable Shares then in issue; and
 - (d) it is possible for the Company to redeem the Preferred Redeemable Shares in accordance with the Act.
- (iii) Any written notice issued under either Article 4.2.4 (i) or 4.2.4(ii) shall specify the Redemption Date on which the relevant Preferred Redeemable Shares are to be redeemed, such date being no earlier than 20 Business Days following the date of that notice. Subject to the provisions of Articles 4.2.4(iv) and 4.2.4(iv) below, on that Redemption Date each of the holders of the Preferred Redeemable Shares to be redeemed shall be bound to deliver to the Company at the registered office of the Company the certificate for the shares to be redeemed which are held by him in order that the same may be cancelled, or shall deliver an indemnity (in a form reasonably satisfactory to the Board) in respect of any lost certificate. Upon such delivery, the Company shall pay to each relevant holder the amount due to him in respect of such redemption. If any certificate so delivered to the Company includes any Preferred Redeemable Shares not falling to be redeemed on that Redemption Date, a fresh certificate for such Preferred Redeemable Shares shall be issued to the relevant holder as soon as practicable after such certificate has been delivered to the Company and, in any event, within 14 days after such delivery.
- (iv) If following receipt of a notice issued by a holder of Preferred Redeemable Shares in accordance with Article 4.2.4(ii) the Company believes that to effect such a redemption (including any consequent redemption of Preferred Redeemable Shares held by other holders required in accordance with Article 4.2.4(ii)(c)) would result in a breach of the provisions of Articles 4.2.4(ii)(a) or 4.2.4(ii)(b) then it shall give notice to

each of the holders of Preferred Redeemable Shares setting out details of that matter in reasonable detail. Any dispute as the circumstances surrounding a potential breach of Articles 4.2.4(ii)(a) or 4.2.4(ii)(b) as a result of any such redemption shall be referred to the Auditors for resolution. In acting in this capacity the Auditors shall act as experts and not arbiters.

- (v) If the Company issues a notice to the holders of Preferred Redeemable Shares in accordance with Article 4.2.4(iv) then (a) the Redemption Date shall be delayed by such number of Business Days as the matters referred to in Articles 4.2.4(iv) is subject to consideration by the Auditors, and (ii) the number of Preferred Redeemable Shares to be redeemed on the Redemption Date shall be reduced to such number of Preferred Redeemable Shares which (when taking into account any consequent redemption of Preferred Redeemable Shares held by other holders required in accordance with Article 4.2.4(ii)(c)) will not cause the provisions of Articles 4.2.4(ii)(a) or 4.2.4(ii)(b) to be breached.

4.2.5 **Conversion**

Any Preferred Redeemable Shares which have not been redeemed in accordance with Article 4.2.4 by 31 December 2009 shall convert automatically on that date in to such number of A Shares and B Shares as results from the following basis of conversion:

- (i) 1 A Share for each Preferred Redeemable Share then held by an A Shareholder; and
- (ii) 1 B Share for each Preferred Redeemable Share then held by an B Shareholder

4.2.6 **Capital**

The Preferred Redeemable Shares shall rank pari passu in all respects with the Deferred Shares on a return of capital on a winding up.

5 **TRANSFER OF SHARES**

General

- 5.1 The Directors shall refuse to register any transfer of shares made in contravention of the provisions of these Articles but shall not otherwise be entitled to refuse to register any transfer of shares.
- 5.2 For the purposes of ensuring that a particular transfer of shares is permitted under the provisions of these Articles, the Directors may request 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 reasonably think necessary or relevant. Failing such information or evidence being furnished

to the reasonable satisfaction of the Directors within a period of 28 days of such request, the Directors shall be entitled to refuse to register the transfer in question.

6 **PRE-EMPTION RIGHTS**

6.1 Except in the case of a Permitted Transfer or a transfer made pursuant to Article 8 or 9, before transferring any Shares in the capital of the Company or any interest in any Shares the person proposing to transfer the same (the “**Offeror**”) shall give notice in writing (a “**Transfer Notice**”) to the Company which shall:

6.1.1 state the number of Shares he wishes to transfer or the interest therein (the “**Offered Shares**”);

6.1.2 state the full name and address of the proposed offeree (if any);

6.1.3 state the price per Share at which he proposes to transfer the Offered Shares; and

6.1.4 enclose the certificates for the Offered Shares.

6.2 The Transfer Notice shall constitute the Company the agent of the Offeror for the sale of the Offered Shares (together with all rights then attached thereto) in accordance with the provisions of this Article.

6.3 The Company shall, within ten days after receipt of a Transfer Notice, give notice to all members other than the Offeror (an “**Offer Notice**”) offering the Offered Shares for sale at the Prescribed Price (“**the Offer**”).

6.4 For the purposes of this Article 6 the “**Prescribed Price**” means a price per share of:

6.4.1 the price stated in the Transfer Notice as being the price at which the Offeror proposes to transfer Shares to the proposed offeree; or

6.4.2 if there is no proposed offeree, either (i) the price agreed between the Offeror and the Board or in the absence of such agreement (ii) the fair value as determined by the Auditors in accordance with Article 6.14.

6.5 The Offer Notice shall state a period (the “**Acceptance Period**”) (being not less than 5 days nor more than 28 days) within which the Offer must be accepted or in default will lapse provided that where the Prescribed Price is to be determined by the Auditors, the Acceptance Period shall be not less than five days nor more than 28 days after the members have been notified in writing of the Prescribed Price as so determined.

6.6 Any member who wishes to buy all or any of the Offered Shares at the Prescribed Price (an “**Accepting Member**”) shall serve notice on the Company in writing (an “**Acceptance Notice**”) within the Acceptance Period stating the maximum number of the Offered Shares he is willing to acquire. An Acceptance Notice shall be irrevocable.

- 6.7 If there is competition for the Offered Shares the Company shall allocate the Offered Shares as follows:
- 6.7.1 where the Offered Shares include Ordinary Shares those Ordinary Shares shall first be offered to the holders of A Shares, B Shares and the Ordinary Shares and in the case of competition between them in proportion (as nearly as may be without involving fractions or increasing the number sold to any Accepting Member beyond that applied by him) to the number of shares of which they are holders;
 - 6.7.2 where the Offered Shares include A Shares, B Shares or Preferred Redeemable Shares those A Shares, B Shares or Preferred Redeemable Shares (as the case may be) shall be offered first to the Accepting Members who are holders of shares of the same class and in the case of competition between them in proportion (as nearly as may be without involving fractions or increasing the number sold to any Accepting Member beyond that applied for by him) to the number of the shares of such class of which they are the holders;
 - 6.7.3 in respect of A Shares or B Shares, to the extent that the Offer is not accepted by such members under Article 6.7.2, to all the B Shareholders (in the case of a transfer of A Shares) and to all the A Shareholders (in the case of a transfer of B Shares) and in the case of competition between them in proportion (as nearly as may be without involving fractions or increasing the number sold to any A Shareholder or B Shareholder (as the case may be) beyond that applied for by him) to the number of the shares of which they are holders;
 - 6.7.4 to the extent that the Offer is not accepted by such members under Articles 6.7.1, 6.7.2 (and 6.7.3), to all Accepting Members holding shares of the other class or classes of shares and in the case of competition between them in proportion (as nearly as may be without involving fractions or increasing the number sold to any Accepting Member beyond that applied for by him) to the number of the shares of which they are the holders.
- 6.8 The Company shall immediately after the expiry of the Acceptance Period notify the Offeror in writing of the Accepting Members and (subject to the terms of Article 6.10) he shall be bound, upon payment of the Prescribed Price, to transfer to the Accepting Members such number of the Offered Shares as the Company specifies. The transfer of the shares and payment of the Prescribed Price shall take place at the place and time (not less than ten nor more than fourteen days after the expiry of the Acceptance Period) specified by the Company.
- 6.9 Notwithstanding any provisions in these Articles, the Offeror may withdraw his Transfer Notice by notice in writing given to the Company:
- 6.9.1 within seven days after being notified that not all of the Offered Shares have been accepted by other members of the Company; or
 - 6.9.2 if the Prescribed Price for all the Offered Shares agreed to be sold is not duly tendered to the Offeror in accordance with Article 6.8.

- 6.10 If a Transfer Notice is withdrawn in either of the events specified in Article 6.9 any acceptance of the Offered Shares by the Accepting Members shall lapse and the Offeror shall be at liberty to sell the Offered Shares pursuant to Article 6.12.
- 6.11 If the Prescribed Price is to be determined by the Auditors then the Company shall within five days of receiving notification of the Prescribed Price from the Auditors, give notice in writing of such Prescribed Price to the Offeror. The Offeror may within five days of receipt of the notification, give notice to the Company revoking the Transfer Notice if the Offeror reimburses to the Company the fees and expenses of the Auditors for determining the Prescribed Price within 30 days of being invoiced therefor, failing which the Transfer Notice shall not be considered to have been withdrawn.
- 6.12 If all or any of the Offered Shares have not been accepted by other members or if such acceptances have lapsed under Article 6.10, the Offeror may at any time within 90 days after the expiry of the Acceptance Period transfer the unsold Offered Shares to a third party on a *bona fide* sale at any price (which shall not be less than the Prescribed Price) provided that if the identity of any such offeree is different from that stated in the Transfer Notice (or if none is stated) the transfer to such third party shall be subject to the prior approval in writing of an A Director in the case of a transfer of B Shares and a B Director in the case of A Shares and both an A Director and a B director in the case of a transfer of Ordinary Shares, of the identity of the transferee, such approval not to be unreasonably withheld.
- 6.13 If any Offeror fails or refuses to transfer the Offered Shares to an Accepting Member in accordance with this Article 6, the Directors (other than those appointed by the Offeror) may authorise some other person to execute and deliver on his behalf a transfer of the Offered Shares. The Company may give a good receipt for the purchase price and hold the purchase price on trust for the Offeror but without interest, cause the transferee to be registered as the holder of such shares and issue to it certificates for the same. The Offeror shall be bound to deliver up the certificate for the Offered Shares and after he does so he shall be entitled to receive the purchase price. The receipt of the Company for the purchase money shall be a good discharge to the Accepting Member (who shall not be bound to see to the application thereof) and after the Accepting Member has been registered in purported exercise of such powers the validity of the proceedings shall not be questioned by any person.
- 6.14 If the Auditors are required to determine the price at which shares are to be transferred pursuant to these Articles, they shall determine the price per share which constitutes the fair value thereof as between a willing buyer and a willing seller, taking into account the past and present performance of the Company and its future prospects. The Auditors shall have regard to the value of all the issued shares comprised in such class and ignoring for this purpose any discount (if the Offered Shares comprise a minority holding) or premiums (if the Offered Shares comprise a majority holding) of the shares of such class. The Auditors' determination shall be at the cost and expense of the Company, they shall act as experts and not as arbitrators and their determination shall (except as to manifest error) be final and binding on all persons concerned.

6.15 If any shareholder (a **"Defaulting Shareholder"**):

- 6.15.1 enters into a composition or arrangement with its creditors;
- 6.15.2 takes any action to appoint or suffers the appointment of a receiver, administrative receiver, trustee or similar officer over all or a material part of its or his assets or undertakings;
- 6.15.3 has a winding-up, bankruptcy or similar order made in relation to it or him,

then any other Shareholder may give notice in writing to the Defaulting Shareholder and to the Company whereupon the Defaulting Shareholder shall be deemed to have given notice to the Company in accordance with the foregoing provisions of this Article 6 that it irrevocably offers to sell the Shares held by it and the foregoing provisions of this Article 6 shall apply save that the Prescribed Price of such Shares shall be determined in accordance with Article 6.4.2.

- 6.16 Any A Shares or Ordinary Shares that are acquired by a holder of B Shares shall upon transfer automatically be converted into B Shares and the Company's authorised share capital shall be amended accordingly.
- 6.17 Any B Shares or Ordinary Shares that are acquired by a holder of A Shares shall upon transfer automatically be converted into A Shares and the Company's authorised share capital shall be amended accordingly.

7 PERMITTED TRANSFERS

- 7.1 Any Shareholder which is a body corporate may transfer any shares to any group member in relation to such body corporate provided always that the transferee gives an undertaking to the Company (in terms reasonably acceptable to the Company) that if any such transferee ceases to be a group member in relation to such body corporate, immediately prior to it so ceasing, such shares shall be transferred to another group member of the body corporate, failing which within 14 days, it will issue a Transfer Notice, failing which it shall be deemed to have issued a Transfer Notice pursuant to Article 6 with a price per share to be determined pursuant to Article 6.4.2 and the provisions of Article 6 shall apply accordingly.
- 7.2 The Directors shall be bound to register and shall register any transfer of Shares made pursuant to the provisions of any written agreement made between the Shareholders.

8 COMPULSORY TRANSFER

- 8.1 Save as otherwise agreed by the A Shareholder and the B Shareholder, where an individual (the **"Leaver"**) ceases to be engaged by the Company (a **"Cessation"**) at a time when the Leaver holds Shares, the registered holder of such Shares or his personal representatives or trustee in bankruptcy (if relevant) shall be deemed to have served a Transfer Notice in respect of all those Shares and the provisions of Article 6 shall apply in relation to the transfer of those Shares provided that:

- 8.1.1 such Transfer Notice shall be deemed served at the expiry of 14 days of such Cessation;
 - 8.1.2 a Transfer Notice deemed to be given in the circumstances referred to in this Article 8 shall not be capable of revocation, other than with the consent of all the Directors; and
 - 8.1.3 the Prescribed Price of the shares comprised in such deemed Transfer Notice shall be determined in accordance with Article 6.4.2 as at the date of such Cessation.
- 8.2 For the purposes of this Article 8, a person "**ceases to be engaged**" by the Company if he ceases to be a Director and ceases to be engaged in the business of the Company in any capacity whether as an employee or consultant or under any contract whereby his services are made available to the Company.
- 8.3 As from the date a Transfer Notice is deemed to have been given pursuant to Article 8.1 and until such time as the provisions of such Article have been complied with, the Shares in respect of which such Transfer Notice is deemed to be given shall cease to entitle the holder thereof or any proxy to any voting rights (whether on a show of hands or on a poll) otherwise attaching to such Shares whether such rights would otherwise have been exercisable at a general meeting of the Company or any separate meeting of the class in question.

9 **COME ALONG RIGHTS**

- 9.1 The A Shareholders and the B Shareholders (in either case "**the Vendors**") shall together have the right (the "**Come Along Right**") to require all of the other holders of Shares (the "**Called Shareholders**") to transfer all of the Shares held by the Called Shareholders to any person (the "**Third Party**") to whom the Vendors have agreed to transfer (for cash or otherwise) all their Shares (the "**Transfer Shares**") or as the Third Party directs.
- 9.2 The Come Along Right may be exercised by the Vendors serving notice to that effect (the "**Come Along Notice**") on the Called Shareholders specifying that each Called Shareholder is required to transfer its Shares (the "**Called Shares**") pursuant to this Article 9.2.
- 9.3 A Come Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) if for any reason the Vendors do not transfer the Transfer Shares to the Third Party within 60 days from the date of the Come Along Notice.
- 9.4 The Called Shareholders shall only be obliged to sell the Called Shares on terms that they shall be entitled to receive for their holdings of Shares a sum in cash (the "**Come Along Price**") equal to an amount for each Share equal to the highest price per Share paid or payable (whether in cash or otherwise) by the Third Party for any Shares purchased within the 12 months preceding the date of the Come Along Notice or to be purchased from any Vendor, plus such further amount in cash equal to any other consideration (in cash or otherwise) paid or payable by the Third Party which, having regard to the substance of the transaction as a whole,

can reasonably be regarded as an addition to the price so paid or payable (whether in cash or otherwise). If the Come Along Price is not agreed between the A Shareholder and the B Shareholder within 14 days of service of the Come Along Notice the same shall be determined by the Auditors acting as experts and not as arbitrators and whose decision (except as to manifest error) shall be final and binding on all parties.

- 9.5 Upon the exercise of the Come Along Right in accordance with this Article 9 the Called Shareholders shall be bound to sell the Called Shares for the Come Along Price and otherwise in accordance with this Article 9.
- 9.6 Completion of the sale of the Called Shares shall take place on the date specified for that purpose by the Vendors to all of the Called Shareholders in the Come Along Notice except that:
- 9.6.1 the date so specified by the Vendors shall be the same date as the date proposed for completion of the sale of the Transfer Shares; and
- 9.6.2 unless, in the case of the sale by any particular Called Shareholder, that Called Shareholder and the Vendors otherwise agree.
- 9.7 If any Called Shareholder fails or refuses to transfer any of his Called Shares in accordance with this Article 9, the Directors (or any of them) may authorise some person to execute and deliver on his behalf a transfer of his Called Shares to the Third Party (or as it may direct) and the Company may give a good receipt for the Come Along Price and hold the Come Along Price on trust for the Called Shareholders but without interest. The Company may register the Third Party as holder of the Called Shares and issue to it (or as it may direct) certificates for the same. The Called Shareholder shall be bound to deliver up the certificate for the Called Shares to the Company and after he does so the Called Shareholder shall be entitled to receive the Come Along Price. The receipt by the Company for the purchase price shall be a good discharge to the Third Party (or its nominee), who shall not be bound to see to the application thereof and after the Third Party (or its nominee) has been registered in purported exercise of such powers, the validity of such proceedings shall not be questioned by any person.

10 PROCEEDINGS AT GENERAL MEETINGS

- 10.1 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when such business is voted on. The quorum at any general meeting shall be two persons one of whom shall be an A Shareholder (or a person duly authorised to attend on behalf of the A Shareholder), the other of whom shall be a B Shareholder (or a person duly authorised to attend on behalf of the B Shareholder). If within half an hour from the time appointed for any general meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week and at the same time and place. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the member or members present shall constitute a quorum.

- 10.2 A poll may be demanded at any general meeting by the chairman of the meeting or by any member present in person or by proxy or by any authorised representative.
- 10.3 In the case of an equality of votes whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.
- 10.4 Regulation 62 of Table A shall be modified by the deletion of the words “**not less than 48 hours**” and “**not less than 24 hours**” wherever they occur.
- 10.5 Article 112 of Table A shall be modified by the deletion of the sentence commencing “**A member whose registered address is not within the United Kingdom...**”.

11 **DIRECTORS**

- 11.1 The number of Directors unless otherwise determined by ordinary resolution shall not be less than two or more than seven.
- 11.2 A Director shall not retire by rotation and a Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment. Regulations 78 and 79 of Table A shall be modified accordingly and any references in Table A to retirement by rotation shall be disregarded.
- 11.3 The A Shareholder shall have the right to appoint and maintain in office three Directors and to remove and replace each such person from time to time (“**A Director**”).
- 11.4 The B Shareholder shall have the right to appoint and maintain in office three Directors and to remove and replace each such person from time to time (“**B Director**”).
- 11.5 Regulations 78 and 79 of Table A shall be subject to Articles 11.3 and 11.4.
- 11.6 No person shall be disqualified from being or becoming a Director by reason of his attaining or having attained the age of seventy years or any other age. Directors who do not have contracts of service with the Company shall be entitled to such fees as shall be determined by the Board from time to time provided that no such Director shall vote or be counted in the quorum when his fees are being determined. Any Director who, by request, goes or resides abroad for any purposes of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participating in profits or otherwise) as the Board may determine. The Directors shall not be required to hold qualification shares.

12 **BOARD MEETINGS**

Meetings of the Board shall take place in the United Kingdom no less frequently than every month and at least five Business Days’ notice of each meeting shall be

given to each Director unless otherwise agreed in writing by at least one A Director (or his alternate) and one B Director (or his alternate).

13 BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Act, to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

14 PROCEEDINGS OF DIRECTORS

- 14.1 No business shall be transacted at any meeting of the Directors unless a quorum is present at the commencement of the meeting and also when the business is voted on. The quorum shall be two Directors of which one shall be an A Director (or his alternate) and one shall be a B Director (or his alternate). If within half an hour from the time appointed for the meeting a quorum is not present and proper notice as required by Article 12 has been given to all the Directors, the meeting shall stand adjourned for five Business Days and at the same time and place. Each Director shall be notified with details of the adjourned meeting. If at the adjourned meeting, a quorum is not present within half an hour of the appointed time for the meeting the Directors present shall constitute a quorum.
- 14.2 The Directors may delegate any of their powers to committees consisting of such two or more of their number as the Directors shall determine. No business shall be transacted at any committee unless a quorum is present at the commencement of the meeting and also when the business is voted on. The quorum shall be two Directors duly appointed as members of such committee of which one shall be an A Director and one shall be a B Director. If within half an hour from the time appointed for the meeting a quorum is not present and proper notice as required by Article 12 has been given to all the Directors who are members of the committee, the meeting shall stand adjourned for five Business Days and at the same time and place. If at the adjourned meeting a quorum is not present within half an hour of the appointed time for the meeting, the Directors present shall constitute a quorum. A Director shall be regarded as present for the purposes of a quorum if represented by an alternate Director. Regulation 72 of Table A shall be modified accordingly.
- 14.3 The Chairman at any meeting of the Directors or of any committee of the Directors shall not have a second or casting vote. A resolution of the Board shall be decided by the votes in favour of at least five of the Directors. Each Director shall have one vote. If the A Shareholder and the B Shareholder are not represented at any meeting of the Board by an equal number of A Directors and B Directors (whether present in person or by alternate), then one of the Directors so present nominated by the Shareholder which is represented by the fewer Directors shall be entitled at that meeting to such additional vote or votes as shall result in the Directors so present representing each party having in aggregate an equal number of votes.

- 14.4 A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 317 of the Act. Subject to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 14.5 A Director may, and the secretary on the requirement of a Director shall, at any time summon a meeting of the Directors. Any notice of a meeting of the Directors or of any committee of the Directors shall contain a detailed agenda of the matters to be dealt with at the meeting and no matter which has not appeared on the agenda shall be dealt with at the meeting without the consent of all the Directors or all the members of the committee (as the case may be).
- 14.6 Any Director may participate in a meeting of the Directors or of a committee of the Directors by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other. Participation in any such meeting in this manner shall be deemed to constitute presence in person at the meeting.

15 REMOVAL OF DIRECTORS

- 15.1 The office of a Director shall be vacated in any of the following events, namely:
- 15.1.1 if he resigns his office by notice in writing delivered to the registered office of the Company or tendered at a meeting of the Directors;
 - 15.1.2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - 15.1.3 if, in the opinion of the Directors, he becomes of unsound mind or a patient for any purpose of any statute relating to mental health;
 - 15.1.4 if he ceases to be a Director by virtue of any statute or is removed from office pursuant to these Articles;
 - 15.1.5 if, being an executive director, he ceases for any reason to be employed by any Group Company; or
 - 15.1.6 if he is prohibited by law from being a Director.
- 15.2 Upon any resolution pursuant to Section 303 of the Act for the removal of any A Director or B Director for the time being holding office pursuant to Article 11.3 or 11.4, the Shares held by the A Shareholder or the B Shareholder (as appropriate) shall confer upon the A Shareholder or B Shareholder (as appropriate) the right to an aggregate number of votes which is one vote greater than the number of votes capable of being cast on such resolution by all other members of the Company.

16 ALTERNATE DIRECTORS

Each Director shall have the power to appoint any person to act as alternate director in his place during his absence and at his discretion to remove such alternate director, and on such appointment being made the alternate director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors. Each alternate director, whilst so acting, shall exercise and discharge all the functions powers and duties of the Director whom he represents. An alternate director shall automatically cease to be an alternate director if his appointor ceases for any reason to be a Director. All appointments and removals of alternate directors shall be effected by instrument in writing delivered to the registered office of the Company and signed by the appointor.

17 INDEMNITY AND DIRECTORS' LIABILITY INSURANCE

- 17.1 Subject to the provisions of and so far as may be permitted by the Act and without prejudice to any indemnity to which the Director may otherwise be entitled, every Director, auditor, secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability for negligence, default, breach of duty or trust in relation to the affairs of the Company in which relief is granted by him by the Court.
- 17.2 The Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, or employees or auditors of the Company or of any other company which is a subsidiary of the Company or the holding company of the Company or a subsidiary of such holding company who are or were at any time trustees of any pension fund in which any employees of the Company or any such other company or subsidiary are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company or subsidiary or pension fund.