

PRINT OF RESOLUTION FOR FILING AT COMPANIES HOUSE

Company Number 02835230

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

VOLKSWAGEN FINANCIAL SERVICES (UK) LIMITED (the "Company")

passed on 24/10/2012

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following special resolution was duly passed as a written resolution of the Company

SPECIAL RESOLUTION

- 1 That the articles of association attached to these written resolutions be adopted as the articles of association of the Company to the exclusion of, and in substitution for, the existing articles of association of the Company and (for the avoidance of doubt) to the exclusion of, and in substitution for, the relevant provisions of the memorandum of association that would otherwise be treated as provisions of the articles under section 28 of the Companies Act 2006

GW



Director

FRIDAY



A33 *A1NRYD4X* 14/12/2012 #49
COMPANIES HOUSE

COMPANY NUMBER: 02835230

COMPANIES ACTS 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
(Adopted by special resolution passed on 24/10/2012)
OF
VOLKSWAGEN FINANCIAL SERVICES (UK) LIMITED (the "Company")

1 INTERPRETATION

1 1 In these Articles, unless the context otherwise requires, the following definitions apply

| | |
|----------------------------|---|
| "Act" | the Companies Act 2006, |
| "business days" | any day (other than a Saturday, Sunday or a bank or public holiday in the United Kingdom) on which clearing banks in the city of London are generally open for business, |
| "eligible director" | a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter), |
| "Equity Securities" | shall have the meaning given in section 560(1) of the Act, |
| "Model Articles" | the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles |

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

1 3 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

1 5 1 any subordinate legislation from time to time made under it, and

1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

1 6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

2 MODEL ARTICLES

2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles. If any provisions of these Articles shall conflict with any provisions of the Model Articles, these Articles shall prevail

3 SHARES

3 1 Save to the extent authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company

3 2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of Equity Securities made by the Company

4 SHARE TRANSFERS

4 1 The directors shall register a transfer of shares which is presented for registration duly stamped provided that the directors may, in their absolute discretion and without assigning any reason therefore, decline to register the transfer of a share, whether or not it is a fully paid share. Paragraph 26(5) of the Model Articles shall not apply to the Company

5 LIEN AND NON-PAYMENT OF CALLS

5 1 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 that person is the full registered holder of those shares or one of two or more joint holders) for all sums presently payable by him or his estate to the Company and all expenses that may have been incurred by the Company by reason of such non-payment

6 NOTICE OF GENERAL MEETINGS

6 1 All business shall be deemed special 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

6 2 Every notice convening a general meeting shall comply with the provisions of section 325(1) of the Act as to giving information to members of the Company 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 directors and to the auditors for the time being of the Company

7 QUORUM AT GENERAL MEETINGS

- 7 1 No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Paragraph 38 of the Model Articles shall be modified accordingly.
- 7 2 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.
- 7 3 Paragraph 41 of the Model Articles shall be modified accordingly.
- 7 4 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act). Paragraph 44(2) of the Model Articles shall not apply to the Company.

8 DIRECTORS – UNANIMOUS DECISIONS

- 8 1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 8 2 Such a decision may take the form of a resolution in writing where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing. For the purposes of this Article 8 2, "writing" shall be deemed to include telex, telegram, cable, facsimile and other methods of reproducing or communicating writing in visible form.
- 8 3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.
- 8 4 Paragraph 8 of the Model Articles shall not apply to the Company.

9 ALTERNATE DIRECTORS

- 9 1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- 9 2 A director, or any such other person as is mentioned in Article 9 1, 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.
- 9 3 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled 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. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

- 9 4 An alternate director shall cease to be an alternate director if his appointor ceases to be a director, but, if a director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment
- 9 5 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors
- 9 6 Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him

10 METHODS OF APPOINTING AND REMOVING DIRECTORS

- 10 1 Volkswagen Financial Services AG (or any other undertaking nominated by Volkswagen Financial Services AG or, in default of such nomination, any other undertaking which from time to time carries on substantially the whole of the business carried on by Volkswagen Financial Services AG at the date of adoption of these Articles) shall have the right to appoint one director to the board of directors (the "**VW Director**") notwithstanding any contrary provision, express or implied, in these Articles or in the Model Articles
- 10 2 No person shall be appointed a director at any general meeting unless either
- 10 2 1 he is recommended by the directors, or
- 10 2 2 not less than fourteen nor more than thirty-five clear days before the date appointed for the general meeting, notice executed by a member of the Company 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 executed by that person of his willingness to be appointed
- 10 3 Subject to Article 10 10 12 above, the Company may by Ordinary Resolution appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional director
- 10 4 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 Article 10 1 as the maximum number of Directors and for the time being in force
- 10 5 Paragraph 17 of the Model Articles shall be modified accordingly
- 10 6 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 paragraph 18 of the Model Articles shall be modified accordingly
- 10 7 Paragraph 19(3) shall not apply to the Company

11 PROCEEDINGS OF DIRECTORS

- 11 1 The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and questions arising at any meeting shall be decided by a majority of votes save that the votes of the VW Director shall count as equivalent to all of the votes cast by the remaining directors

11 2 Any director appointed pursuant to Article 10 1 shall be the chairman of the board of directors and no meeting of the board of directors shall be quorate unless the VW Director is present Paragraphs 11 and 12 of the Model Articles shall be amended accordingly

11 3 Any or all of the directors or any committee of the directors may participate in a meeting of the directors or that committee by means of a telephone conference, video conference or any other equipment which allows all persons participating in the meeting to communicate with each other A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly A minute of the proceedings at any such meeting shall be sufficient evidence of such proceedings and compliance with all necessary formalities if certified as correct by the chairman of the meeting Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is located for the meeting

12 DIRECTORS – CASTING VOTE

12 1 If the number of votes for and against a proposal at a meeting of directors is equal, the chairman or other director chairing the meeting shall have a casting vote

12 2 Article 12 1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is not an eligible director for the purposes of that meeting (or part of a meeting)

12 3 Paragraph 13 of the Model Articles shall not apply to the Company

13 POWER TO AUTHORISE CONFLICTS OF INTEREST

13 1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest provided that, for this purpose, the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted

13 2 Any authorisation given under Article 13 1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised

13 3 Where the directors give authority under Article 13 1

13 3 1 they may (whether at the time of giving the authority or subsequently) require that the relevant director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant director such other terms for the purpose of the authorisation as they think fit and

(a) the relevant director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the authorisation, and

(b) the relevant director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms,

13 3 2 they may provide that where the relevant director obtains (otherwise than through his position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence,

13 3 3 the directors may revoke or vary the authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority

13 4 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the directors pursuant to Article 13 1 (subject in any case to any limits or conditions to which such approval was subject)

13 5 Subject to any terms of an authorisation imposed pursuant to Article 13 1 and subject to compliance with sections 175, 177 and 182 Companies Act 2006, a director is entitled to vote at any meeting of the directors or of a committee of directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company and, in relation to any such resolution (whether or not he votes on the same), he is to be taken into account in calculating the quorum present at the meeting

14 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

14 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

14 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

14 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,

14 1 3 shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such transaction or arrangement or such proposed transaction or arrangement

14 2 Paragraphs 14(1) to 14(4) inclusive of the Model Articles shall not apply to the Company

15 REMUNERATION OF DIRECTORS

15 1 The directors are entitled to such remuneration

15 1 1 for their services to the Company as directors, and

15 1 2 for any other service which they undertake for the Company

as the Company shall, from time to time, determine in general meeting Paragraph 19(2) of the Model Articles shall not apply to the Company

16 NOTICES

16 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

16 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending (and the sending party receives a confirmation of delivery from the courier service provider)),

16 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

16 1 3 if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied, and

16 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purpose of this Article, no account shall be taken of any part of a day that is not a business day

16 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

17 INDEMNITY

17 1 Subject to the provisions of the Act (but so that this Article 17 1 does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company

17 1 1 shall, without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to

(a) the Company,

(b) any associated company, and

(c) any occupational pension scheme of which the Company or any associated company is a trustee

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee, and

17 1 2 may, without prejudice to the provisions of Article 17 1 1, purchase and maintain insurance for any person who is or was a director or officer of the Company or any associated company against any loss or liability which he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise in relation to the Company, any associated company, any employees' share scheme of the Company or of any associated company or any occupational pension scheme of which the Company or any associated company is a trustee,

where for the purposes of this Article 17 1, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

17 2 Paragraphs 52 and 53 of the Model Articles shall not apply to the Company

PRINT OF RESOLUTION FOR FILING AT COMPANIES HOUSE

Company Number 00715189

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

VOLKSWAGEN INSURANCE SERVICE (GREAT BRITAIN) LIMITED (the "Company")

passed on 24 / 10 / 2012

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following special resolution was duly passed as a written resolution of the Company

SPECIAL RESOLUTION

- 1 That the articles of association attached to these written resolutions be adopted as the articles of association of the Company to the exclusion of, and in substitution for, the existing articles of association of the Company and (for the avoidance of doubt) to the exclusion of, and in substitution for, the relevant provisions of the memorandum of association that would otherwise be treated as provisions of the articles under section 28 of the Companies Act 2006



Director



COMPANY NUMBER 715189

COMPANIES ACTS 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(Adopted by special resolution passed on 24/10/2012)

OF

VOLKSWAGEN INSURANCE SERVICE (GREAT BRITAIN) LIMITED (the "Company")

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires, the following definitions apply

| | |
|---------------------|---|
| "Act" | the Companies Act 2006, |
| "business days" | any day (other than a Saturday, Sunday or a bank or public holiday in the United Kingdom) on which clearing banks in the city of London are generally open for business, |
| "eligible director" | a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter), |
| "Model Articles" | the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles |

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

1.3 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1.4 A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

1.5.1 any subordinate legislation from time to time made under it, and

1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

1 6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

2 MODEL ARTICLES

2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles. If any provisions of these Articles shall conflict with any provisions of the Model Articles, these Articles shall prevail

3 SHARES

3 1 The issued share capital of the Company at the date of adoption of these Articles is divided into 20,400 "A" Ordinary shares of £1 each and 16,600 "B" Ordinary shares of £1 each. Except as regards rights of appointment and removal of directors, the "A" and "B" Ordinary shares and any new Ordinary shares from time to time created shall be regarded as one class of shares

3 2 Save to the extent authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company

3 3 Sections 561(1) and 562(1), 652(3), 562(4) and 562(5) of the Act shall not apply to the Company

3 4 Unless otherwise determined by the Company by special resolution any new shares from time to time to be created shall before they are issued, be offered to the members of the Company holding Ordinary shares in proportion, as nearly as may be, to the number of Ordinary shares held by them respectively. Such offer shall be made by notice specifying the number of shares offered, and limiting a time (being not less than 7 clear days from the receipt of such notice) within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on receipt of any intimation from the person to whom the offer is made that he declines to accept the shares offered, the directors, may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The directors may, in like manner, dispose of any such new shares as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the directors be conveniently offered in manner hereinbefore provided

4 DIVIDENDS

4 1 Except as otherwise provided by the rights attached to the shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly

5 SHARE TRANSFERS

- 5 1 Subject only to the power of the directors to refuse to register transfers of shares, if and so far applicable, any member of the Company may transfer shares from such member's sole name into the joint names of such member and any person or persons
- 5 2 Except in the case of a transfer of shares expressly authorised by the last preceding Article, the right to transfer shares shall be subject to the restrictions herein appearing and before transferring or requiring the Company to register a transfer of shares the person, whether a member of the Company or not, proposing to transfer the same (the "**Vendor**") shall give a notice in writing (hereinafter called a "**Sale Notice**") to the Company that he desires to transfer the same. Such a Sale Notice shall constitute the Company his agent for the sale of the said shares in one or more lots at the discretion of the directors to members of the Company at a price which shall be certified by the auditors for the time being of the Company as the fair value thereof unless some other price shall be agreed between the Vendor and purchasing member. No Sale Notice shall be withdrawn except with the sanction of the directors
- 5 3 Upon receipt of a Sale Notice the directors shall forthwith give notice to all members of the Company of the number and price of the shares to be sold and invite each of them to state in writing within the space of twenty-eight days the service of the Sale Notice whether he is willing to purchase any, and if so what maximum number of the said shares
- 5 4 At the expiration of the said period of twenty-eight days the directors shall allocate the said shares to or amongst the member or members of the Company who shall have expressed his or their willingness to purchase as aforesaid, and (if more than one) so far may be *pro rata* according to the number of shares already held by them respectively, providing that no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. Upon such allocation being made the Vendor shall be bound on payment of the said price to transfer the shares to the member or members of the Company desiring to purchase the same, and if he makes default in so doing the directors may receive and give a good discharge for the purchase money on behalf of the Vendor and appoint any person to execute on behalf of the Vendor and appoint any person to execute on behalf of the Vendor instruments of transfer of the said shares
- 5 5 If the directors shall not within the said period of twenty-eight days, find a purchasing member for all or any of the shares comprised in the sale or through no default of the Vendor the purchase of all or any of the said shares shall not be completed within a space of forty-two days after the date of his Sale Notice the Vendor shall, at any time within six months thereafter be at liberty to sell and transfer the shares comprised in his Sale Notice (or such of them as shall not have been sold to a purchasing member) to any person and at any price, subject to the directors' power to refuse to register transfer of shares
- 5 6 The directors may refuse to register a transfer to any shares on which the Company has a lien. Except as aforesaid the directors shall not have power to refuse to register a transfer if the transfer is made by a member of the Company into the joint names of such member and other persons or the transfer is made to give effect to a purchase of shares by a member of the Company consequent on a Sale Notice. In the case of any other transfer of any shares the directors shall have power, in their absolute discretion and without assigning any reason, to register the same
- 5 7 Paragraph 26(5) of the Model Articles shall not apply to the Company

6 LIEN AND NON-PAYMENT OF CALLS

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 that person is the full registered holder of those shares or one of two or more joint holders) for all sums presently payable by him or his estate to the Company and all expenses that may have been incurred by the Company by reason of such non-payment

7 GENERAL MEETINGS

- 7 1 No business shall be transacted at any general meeting unless a quorum is present Two persons, being members of the Company or proxies for members, shall be a quorum for all purposes Paragraph 38 of the Model Articles shall not apply to the Company
- 7 2 If, at any general meeting, the persons attending it within half an hour of the time at which the meeting was due to start do not constitute a quorum or if, during that meeting, a quorum ceases to be present, if convened upon the requisition of members, the members present shall be a quorum Paragraph 41 of the Model Articles shall be modified accordingly
- 7 3 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) Paragraph 44(2) of the Model Articles shall not apply to the Company
- 7 4 The 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 such power or authority, shall be deposited at the registered office of the Company or at such other place in the United Kingdom as is specified for that purpose in any instrument of proxy by the Company in relation to the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or handed to the Chairman of the meeting or adjourned meeting, and, in default, the instrument of proxy shall not be treated as valid Paragraph 45(1) of the Model Articles shall be modified accordingly
- 7 5 A director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of, or any separate meeting of the holders of any class of shares in the Company

8 DIRECTORS – UNANIMOUS DECISIONS

- 8 1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 8 2 Such a decision may take the form of a resolution in writing where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing
- 8 3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting
- 8 4 Paragraph 8 of the Model Articles shall not apply to the Company

9 NUMBER OF DIRECTORS

- 9 1 The number of directors shall, unless and until otherwise determined by the Company by Ordinary resolution, be not less than two nor more than six

10 ALTERNATE DIRECTORS

- 10 1 Any director may, by writing under his hand, appoint any other director or appoint any other person (whether a member of the Company or not) to be his alternate, and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to notice of meetings of the directors, and to attend and vote as director at any such meeting at which the director appointing him is not personally present, and generally to have and exercise all the powers, rights, duties and authorities of the director appointing him is not personally present, and generally to have and exercise all the powers, rights, duties and authorities of the director appointing him
- 10 2 An alternate director shall cease to be an alternate director if his appointor ceases to be a director, but, if a director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment
- 10 3 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors
- 10 4 The directors may from to time appoint one or more of their body to the office of Managing Director, Technical Director, Financial Director, Executive Director or Manager for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. A director so appointed shall not, whilst holding that office, be subject to retirement by rotation, but his appointment shall be automatically determined if he ceases from any cause to be a director
- 10 5 A director appointed to an office under Article 10 4 shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the directors may determine
- 10 6 The directors may entrust to and confer upon a director appointed to an office under Article 10 4 any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers

11 METHODS OF APPOINTING AND REMOVING DIRECTORS

- 11 1 Subject to the provision of the statutes, the holders of the "A" Ordinary shares and the holders of the "B" Ordinary shares shall be entitled respectively to appoint one-half of the total number of directors of the Company for the time being and from time to time remove from office any director so appointed by them and to appoint another director in the place of any such directors who may have been removed or otherwise vacated office. Any appointment or removal under this Article shall be made in writing under the hand or hands of the holders of not less than three-fourths in nominal value of the shares of the concerned and any such appointment or removal shall take effect from the date upon which it is lodged at the registered office of the Company
- 11 2 The directors for the time being appointed by the holders of the "A" Ordinary shares and the "B" Ordinary shares shall respectively be known and hereinafter referred to as "**Group "A" Directors**" and "**Group "B" Directors**"
- 11 3 The office of a director shall be vacated

11 3 1 if (not being a Managing Director, Technical Director, Financial Director, Executive Director or Manager holding office as such for a fixed term) by notice in writing to the Company he resigns from the office of director,

11 3 2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally,

11 3 3 if he ceases to be director by virtue of, or is prohibited from being a director by an order made under, any of the provisions of the Act, or

11 3 4 if he becomes of unsound mind

11 4 Paragraph 18 of the Model Articles shall not apply to the Company

12 PROCEEDINGS OF DIRECTORS

12 1 The quorum for a meeting of the directors shall be two directors of whom one shall be a Group "A" Director and one a Group "B" Director provided that if within half an hour from the time appointed for holding the meeting of the directors a quorum is not present the meeting shall stand adjourned to the same day of the next week for the same time and place and if at the adjourned meeting (of which notice shall be given stating the reason for the adjournment) a quorum is not present within half an hour from the time appointed for the meeting any two directors shall form a quorum Paragraph 11(2) of the Model Articles shall not apply to the Company

12 2 At any meeting of the directors each director shall be entitled to one vote but if at any such meeting the number of Group "A" Directors present shall not be equal to the number of Group "B" Directors present the Group "A" Director or Directors present at such meeting shall be entitled to such number of votes as is equivalent to one more vote than the total number of votes actually cast by the Group "B" Directors on any resolution proposed at such meeting

12 3 A director who is also an alternate director shall be entitled to a separate vote on behalf of the director whom he represents and in addition to his own vote

12 4 Only Group "A" Directors shall be eligible for election as Chairman

12 5 Any or all of the directors or any committee of the directors may participate in a meeting of the directors or that committee by means of a telephone conference, video conference or any other equipment which allows all persons participating in the meeting to communicate with each other A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly A minute of the proceedings at any such meeting shall be sufficient evidence of such proceedings and compliance with all necessary formalities if certified as correct by the chairman of the meeting Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman if the meeting is located for the meeting

13 POWER TO AUTHORISE CONFLICTS OF INTEREST

13 1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest provided that, for this purpose, the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter is

authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted

13 2 Any authorisation given under Article 13 1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised

13 3 Where the directors give authority under Article 13 1

13 3 1 they may (whether at the time of giving the authority or subsequently) require that the relevant director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant director such other terms for the purpose of the authorisation as they think fit and

a) the relevant director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the authorisation, and

b) the relevant director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms,

13 3 2 they may provide that where the relevant director obtains (otherwise than through his position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence,

13 3 3 the directors may revoke or vary the authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority

13 4 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the directors pursuant to Article 13 1 (subject in any case to any limits or conditions to which such approval was subject)

13 5 Subject to any terms of an authorisation imposed pursuant to Article 13 1 and subject to compliance with sections 175, 177 and 182 Companies Act 2006, a director is entitled to vote at any meeting of the directors or of a committee of directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company and, in relation to any such resolution (whether or not he votes on the same), he is to be taken into account in calculating the quorum present at the meeting

14 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

14 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

14 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

14 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,

14 1 3 shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such transaction or arrangement or such proposed transaction or arrangement

14 2 Paragraphs 14(1) to 14(4) inclusive of the Model Articles shall not apply to the Company

15 DIRECTORS – CASTING VOTE

15 1 If the number of votes for and against a proposal at a meeting of directors is equal, the chairman or other director chairing the meeting shall have a casting vote

15 2 Article 15 1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is not an eligible director for the purposes of that meeting (or part of a meeting)

15 3 Paragraph 13 of the Model Articles shall not apply to the Company

16 REMUNERATION OF DIRECTORS

16 1 The directors are entitled to such remuneration

16 1 1 for their services to the Company as directors, and

16 1 2 for any other service which they undertake for the Company

as the Company shall, from time to time, determine in general meeting Paragraph 19(2) of the Model Articles shall not apply to the Company

17 NOTICES

17 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

17 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending (and the sending party receives a confirmation of delivery from the courier service provider)),

17 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

17 1 3 if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied, and

17 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purpose of this Article, no account shall be taken of any part of a day that is not a business day

- 17 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

18 INDEMNITY

- 18 1 Subject to the provisions of the Act (but so that this Article 18 1 does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company

18 1 1 shall, without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to

- a) the Company,
- b) any associated company, and
- c) any occupational pension scheme of which the Company or any associated company is a trustee

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee, and

- 18 1 2 may, without prejudice to the provisions of Article 18 1 1, purchase and maintain insurance for any person who is or was a director or officer of the Company or any associated company against any loss or liability which he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise in relation to the Company, any associated company, any employees' share scheme of the Company or of any associated company or any occupational pension scheme of which the Company or any associated company is a trustee

where for the purposes of this Article 18 1, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

- 18 2 Paragraphs 52 and 53 of the Model Articles shall not apply to the Company