

THE COMPANIES ACTS 1985 to 2006

WRITTEN RESOLUTION

TAYLOR NATIONAL LIMITED ("THE COMPANY")

Registered No: 06667024

Circulation date: 5 December 2008

The directors of the Company propose that the following resolutions (the "Resolutions") are passed as special resolutions of the Company pursuant to Chapter 2 of Part 13 of the Companies Act 2006

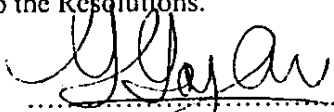
- 1 THAT the articles of association of the Company be amended by the adoption of the articles of association attached to this resolution (the "New Articles") in substitution for the existing articles of association of the Company.
- 2 THAT 550 of the authorised but unissued ordinary shares of £1 each in the capital of the Company be redesignated as A shares of £1 each, 349 of the authorised but unissued ordinary shares of £1 each in the capital of the Company, and the one ordinary share in issue be redesignated as B shares of £1 each and 100 of the authorised but unissued shares of £1 each in the capital of the Company be redesignated as C shares of £1 each, each having the rights set out in the New Articles.
- 3 THAT the Company grant a debenture over all the assets and undertaking of the Company to Hamilton D Anstead ("HDA") as security for the provision of a loan facility by HDA in the amount of £250,000.

AGREEMENT

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

The undersigned, a person entitled to vote on the Resolutions on the circulation date hereby irrevocably agrees to the Resolutions.

Signed


Grayson Taylor

Date

5 December 2008

Notes

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1. You can agree to all of the Resolutions or none of them but you cannot agree to only some of the Resolutions. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and return it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to the Company's registered office address, marked for the attention of the Company Secretary.
- **Post:** returning the signed copy by post to the Company's registered office address marked for the attention of the Company Secretary.

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

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
3. Unless, within 28 days of the circulation date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Company number 06667024

THE COMPANIES ACTS 1985 TO 2006
A PRIVATE COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION
(Adopted by Special Resolution passed on 5 Dec 2008)
OF
TAYLOR NATIONAL LIMITED

Interpretation

1 In these Articles, if not inconsistent with the subject or context:

‘Act’ means the Companies Act 1985, including any statutory modification or re-enactment thereof for the time being in force (including, without limitation, pursuant to the Companies Act 2006);

“A” Shares, “B” Shares” and “C Shares” means the A Shares of £1 each, the B Shares of £1 each and the C Shares of £1 each in the capital of the Company;

‘A Director’ means a director appointed by the holders of A Shares and holding office pursuant to article 21;

‘Bad Leaver’ means any person who holds shares in the Company and who, if party to the Shareholders’ Agreement is in material breach of such agreement or who, if an employee ceases to be an employee of the Company by reason of Cause;

‘Cause’ means:

- (a) the termination of a person’s contract of employment in circumstances entitling the Company summarily to dismiss the employee; or
- (b) Resignation within the period of five years from the date of the issue to such employee of B Shares or C Shares (as the case may be).

‘Original Shareholder’ means a member who is a director of the Company at the date of adoption of these Articles;

‘Privileged Relation’ means in relation to an Original Shareholder, the spouse of the Original Shareholder or the Original Shareholder’s lineal descendants who are 18 years of age or more and for the purposes of this definition a step-child or adopted

child or illegitimate child of an Original Shareholder shall be deemed to be a lineal descendent;

'Resignation' means resignation of an employee other than (a) in circumstances where the employee contends that he or she is entitled to resign by reason of conduct on the part of the employer ("constructive dismissal") and such dismissal is found to have been wrongful and/or unfair by a court, industrial tribunal or appellate body thereof or (b) due to illness, disability or other incapacity;

'Shareholders' Agreement' means the agreement dated on or around the date of adoption of these Articles between the Company and the holders of A Shares and B Shares;

'Table A' means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541), by the Companies (Tables A to F) (Amendment No. 2) Regulations 2007 (SI 2007/2826) and by the Companies (Tables A to F) (Amendment) Regulations 2008 (SI 2008/739).

Table A

- 2 The regulations contained in Table A apply to the Company except in so far as they are excluded by or inconsistent with these Articles.
- 3 Regulations 2, 8, 23, 24, 32(a), 39, 40, 41, 50, 64, 65, 76 to 77 inclusive, 94, 97 and 118 of Table A do not apply to the Company.

Share capital

- 4 The Company does not have power to issue share warrants to bearer.
- 5 The provisions of section 89(1) of the Act do not apply to the Company.
- 6 The capital of the Company (at the date of adoption of these Articles) is £1,000, divided into 550 A Shares, 350 B Shares and 100 C Shares.
- 7 The A Shares, B Shares and C Shares constitute different classes of shares for the purposes of the Act but except:
 - 7.1 as to voting, where each holder of A Shares shall be entitled to three votes for each A Share in respect of which he is registered as the holder; and
 - 7.2 as these Articles expressly provide,
they confer upon the holders the same rights and rank *pari passu*.
- 8 Subject to Article 9, the directors shall have authority to allot or otherwise deal with or dispose of relevant securities (within the meaning of Section 80 (2) of the Act) provided that no shares of any class shall be issued without the prior written consent of the holder(s) of a majority of the issued A Shares and the holder(s) of a majority of the issued B Shares.

- 9 The maximum amount of relevant securities (as defined by section 80(2) of the Act) which the directors may allot, grant options or subscription or conversion rights over or otherwise deal with or dispose of pursuant to article 8 shall be the authorised but as yet unissued share capital of the Company at the date of adoption of these Articles. The authority conferred on the directors by this article shall expire on the day preceding the fifth anniversary of the date of adoption of these Articles.
- 10 The Company may by special resolution, whether or not all the shares for the time being authorised have been issued or all the shares for the time being issued have been fully paid up, increase its authorised share capital by new shares of such number and class as the special resolution prescribes.
- 11 Except as provided in articles 8 and 9, the directors have no power to issue unissued shares and shall not allot, grant options or subscription or conversion rights over or otherwise dispose of them.
- 12 The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time and in respect of that share. The Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person, whether as a member or not and whether such moneys are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it.

Transfer of shares

- 13 The instrument of transfer of any share shall be executed by or on behalf of the transferor. In the case of a partly-paid share, the instrument of transfer must also be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect of it.
- 14 No transfer of any shares or any interest in any shares shall be made by any member unless the following provisions are complied with in respect of the transfer.
 - 14.1 A member, or person entitled to shares by way of the death or bankruptcy of a member, who wishes to transfer shares or any interest in shares ('the Vendor') shall give to the Company notice in writing ('the Transfer Notice'). A Transfer Notice shall constitute the directors as the Vendor's agents for the sale of the shares specified in it ('the Sale Shares') at a price ('the Sale Price') which, subject as set out in paragraph 14.13 below, is agreed upon by the Vendor and the board of directors or, in the absence of agreement, which an independent chartered accountant appointed on the application of either party by the President of the Institute of Chartered Accountants of England and Wales ("the Accountant") (acting as expert and not as arbitrator) certifies to be in his opinion the fair value of the Sale Shares, as at the date of the Transfer Notice as between a willing seller and a willing buyer, contacting on arms length terms, having regard to the fair value of the business of the Company as a going concern and based upon the proportion that the Sale Shares bear to the whole of the issued ordinary share capital of the Company (without any additional

enhancements or reductions). The Vendor shall be entitled to specify in the Transfer Notice whether he wishes to impose a total transfer condition (meaning a condition that unless all the Sale Shares are sold, none shall be sold) but in the absence of such a statement, the Transfer Notice shall be deemed not to contain such a provision.

- 14.2 The Accountant shall be asked to prepare his certificate as soon as practicable after the date of the Transfer Notice. The Accountant's certificate shall be binding upon all parties.
- 14.3 The Company shall within 7 days of the issue of the Accountant's certificate send a copy to the Vendor. The Vendor shall be entitled, by notice in writing given to the Company within 28 days of the copy being sent to him, to withdraw the Transfer Notice. If the Vendor withdraws the Transfer Notice, the cost of obtaining the certificate shall be borne by the Vendor otherwise it shall be borne by the Company. A Transfer Notice shall not otherwise be revocable without the consent of the board of directors, who may impose such conditions upon any consent as it thinks fit, including a condition that the Vendor bears all associated costs.
- 14.4 Upon the Sale Price being certified and provided the Vendor does not withdraw the Transfer Notice in accordance with paragraph 14.3, the directors shall promptly, by notice in writing, offer the Sale Shares in the following manner stating whether or not the Transfer Notice contained a Total Transfer condition:
 - 14.4.1 if they are A Shares, to the holder(s) of B Shares;
 - 14.4.2 if they are B Shares, to the holder(s) of A Shares; and
 - 14.4.3 If they are C Shares, to the holders of A and B Shares.

The offer shall be open for a period of 56 days from the date of the notice or if shorter, until the offeree(s) notify the directors of their refusal or acceptance (the "Acceptance Period"). If the offerees, on the expiry of the Acceptance Period apply for all or any of the Sale Shares, the directors shall allocate the Sale Shares or such of the Sale Shares as are applied for, to the offeree(s), in the case of competition, in proportion to their then existing holdings of shares (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by him) PROVIDED THAT if the Transfer Notice contained a total transfer condition no offer shall be capable of acceptance until offers have been accepted in respect of all the Sale Shares.

- 14.5 If on the expiry of the Acceptance Period, acceptances are received from the offeree(s) ('the Transferees') in respect of all or any of the Sale Shares, the directors shall promptly give notice in writing ('the Acceptance Notice') to the Vendor specifying the number of Sale Shares applied for and the place and time (being not earlier than 7 days after the Acceptance Notice and not later than 28 days after the date of expiry of the Acceptance Period) at which the sale shall be completed.
- 14.6 The Vendor shall be bound to transfer all of the Sale Shares included in the Acceptance Notice to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares shall be made to the directors as agents for the Vendor. If the Vendor fails to transfer such Sale

Shares, the chairman of the Company, a director who is not a Vendor or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the Sale Shares to the Transferees against payment of the Sale Price to the Company. On payment to the Company, the Transferees shall be deemed to have obtained a good discharge for this payment. On execution and delivery of the transfers, the Transferees shall be entitled to require their name or the name of the relevant Transferee to be entered in the register of members as the holder by transfer of the Sale Shares. If any Sale Shares are transferred to the holders of shares of another class they shall automatically, on registration of the transfer, be redesignated as shares of the other class. The Company shall pay the price into a separate bank account in the Company's name and hold it in trust for the Vendor, after deducting any fees or expenses falling to be borne by the Vendor. After the name of the Transferees has been entered in the register of members in purported exercise of the above powers, the validity of the proceedings shall not be questioned by any person.

- 14.7 If the offer at the Sale Price is not accepted in whole before the Acceptance Period expires, the Vendor shall be at liberty during the period of 6 months following the expiry of the Acceptance Period to transfer all or any of the Sale Shares not the subject of an Acceptance Notice to any person or third party at a price to be agreed on a bona fide arm's length basis and not being less than the Sale Price. The directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the Purchaser. If not reasonably satisfied, the directors may refuse to register the relevant instrument of transfer.
- 14.8 The restrictions on transfer contained in this article shall not apply to:
- 14.8.1 a transfer approved in writing by or on behalf of members holding a majority of the issued A Shares and members holding a majority of the issued B Shares;
 - 14.8.2 a transfer subject to the procedure set out in paragraphs 14.16 and 14.17;
 - 14.8.3 a transfer by an Original Shareholder to a Privileged Relation; or
 - 14.8.4 a transfer by a Privileged Relation to the relevant Original Shareholder.
- 14.9 For the purposes of this article the following shall be deemed to be a relevant event:
- 14.9.1 a direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that all or any of the shares be allotted, issued or transferred to some person other than himself;
 - 14.9.2 a sale or other disposition of any beneficial interest in a share (whether or not for consideration) by a member otherwise than in accordance with the above provisions and whether or not made in writing;
 - 14.9.3 the death or bankruptcy of a member;
 - 14.9.4 any member who is an employee ceasing to be employed by the Company;

and

- 14.9.5 a member, who is a party to the Shareholders' Agreement being in material breach of such agreement.
- 14.10 Where a member who is a Privileged Relation is the subject of a relevant event or ceases to be a Privileged Relation or pre-deceases the relevant Original Shareholder (each an "Event"), then the personal representatives or the trustee in bankruptcy of the Privileged Relation or the Privileged Relation (as the case may be), shall immediately transfer all of the shares of such Privileged Relation to the relevant Original Shareholder by way of a gift. If they fail to do so within 5 days of an Event then the attorney provisions of paragraph 14.6 shall apply.
- 14.11 If a relevant event occurs in relation to a member, he and any Privileged Relation of his, shall be deemed to have given a Transfer Notice in respect of all shares, held by him or by any nominee for him immediately before the event. The sale of shares by the Privileged Relation shall be at the same price per share as the Original Shareholder. A deemed transfer notice shall not include a total transfer condition.
- 14.12 Paragraph 14.3 of this article shall not apply to a deemed Transfer Notice in so far as it entitles the Vendor to withdraw the Transfer Notice. Where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him, he shall not be entitled to withdraw it and he shall not be entitled to impose a total transfer condition.
- 14.13 If a relevant event occurs in relation to a member holding B or C Shares in circumstances in which he is a Bad Leaver, the Sale Price shall be the lower of the price determined in accordance with paragraph 14.1 above and par value.
- 14.14 For the purpose of ensuring that a transfer of shares is duly authorised, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given, the directors may require a member or the legal representatives of a deceased member to furnish to the Company such information and evidence as the directors think fit regarding any matter they deem relevant to that purpose. If the information or evidence is not furnished to the satisfaction of the directors within a reasonable time after the request, the directors shall be entitled to refuse to register the transfer in question. In a case where no transfer is in question or if the information or evidence discloses that a Transfer Notice ought to be given in respect of any shares, the directors shall be entitled within a reasonable time to require, by notice in writing given to the registered holder, that a Transfer Notice be given in respect of the shares concerned. If the directors require that a Transfer Notice be given and it is not duly given within one month from the date of its being required, the Transfer Notice shall be deemed to have been given at the expiration of the month and the provisions of this article shall take effect accordingly.
- 14.15 Subject to paragraph 14.14 of this article, the directors shall register any transfer made pursuant to or permitted by this article but shall refuse to register any other transfer by a member.
- 14.16 Notwithstanding any other provisions contained in these Articles, the directors shall not register the transfer of any shares in the capital of the Company which if

registered would result in a person or persons who is or are not a member or members of the Company on the day after the date of adoption of these Articles obtaining shares which in aggregate confer 75 % or more of the total voting rights conferred by all the shares from time to time in issue in the capital of the Company and conferring the right to vote at all general meetings of the Company without the previous written consent of all members unless before such transfer is made:

- 14.16.1 each member of the Company shall have been given twenty one days' notice in writing of such proposed sale or transfer (including details of the terms thereof);
 - 14.16.2 the proposed transferee or transferees has or have upon the expiry of the said period of twenty one days offered to purchase the whole issued share capital of the Company on bona fide arms length terms with the aggregate consideration being allocated proportionately among the holders of such shares and such offer shall have remained open for acceptance for a period of not less than fourteen days commencing on the date of expiry of the twenty one day period referred to in paragraph 14.16.1 above; and
 - 14.16.3 any contract constituted on acceptance of any such offer shall have been completed immediately prior to the transfer in question being made.
- 14.17 Notwithstanding any other provisions contained in these Articles, if any bona fide arm's length offer for the whole issued share capital of the Company with the consideration allocated as described at paragraph 14.16.2 above shall be accepted by the holders of shares which in aggregate confer 75 % or more of the total voting rights conferred by all the shares from time to time in issue in the capital of the Company and conferring the right to vote at all general meetings of the Company, all other members of the Company shall, so far as they have not already done so be obliged to accept such offer in accordance with its terms and within the time limit for acceptance and to transfer their shares in the Company to the offeror or offerors in exchange for payment to them of their proportion (if any) of the aggregate consideration as specified in paragraph 14.16.2 above.
- 14.18 If any member, having become obliged to accept such an offer in accordance with paragraph 14.17 if called upon by the directors in terms of that paragraph fails to complete an instrument of transfer, the attorney provisions of paragraph 14.6 shall apply.
- 14.19 Notwithstanding the above, the directors may decline to register a transfer of a share on which the Company has a lien.

Consolidation, division etc.

- 15 The powers of consolidation, division, sub-division and cancellation of the share capital of the Company conferred by regulations 32(b), (c) and (d) of Table A shall be exercised by special resolution.

General meetings

- 16 A general meeting of members or any class of members of the Company may consist of a conference between members some or all of whom are in different places provided that each member who participates is able:
- 16.1 to hear each of the other participating members addressing the meeting; and
- 16.2 if he so wishes, to address all of the other participating members simultaneously whether directly, by conference call or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by combination of those methods.
- 17 A meeting held in this way is deemed to take place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
- 18 No business shall be transacted at any general meeting unless the requisite quorum is present. Two members present in person or by proxy (or, in the case of a corporate member, by representative) shall be a quorum for all purposes, provided that, whilst the issued share capital of the Company includes A Shares and B Shares, one member is the holder of an A Share and one member is the holder of a B Share.
- 19 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day (or, if that day is a holiday, to the next following working day) in the next week but one and at the same time and place or to such other date, time and place as the directors determine (not being more than 30 days nor less than 10 days after the date appointed for the general meeting unless agreed by the holders of not less than nine tenths in nominal value of the shares entitled to vote at the meeting) and the members present shall form a quorum.
- 20 Where a meeting is adjourned under article 19 for 10 days or more, not less than seven days' notice of the adjourned meeting shall be given.

Directors

- 21 The holders of a majority of the A Shares may from time to time appoint any person to be a director. Each director appointed under this article is designated an "A" director.
- 22 Each "A" director may at any time be removed from office by the holders of a majority of the A Shares.
- 23 An appointment or removal shall be made in writing under the hands of the holders for the time being of the shares in whom the power of appointment or removal is vested, or their duly authorised agents, and shall take effect on and from the date on which notice in writing of it is lodged at the registered office of the Company or delivered to the secretary or to a meeting of the directors.
- 24 Regulation 82 of Table A shall be amended by the addition of the following:
- The remuneration shall be divided amongst the directors in such proportions and manner as the directors unanimously determine or, in default of a determination, equally, except that any director holding office for less than a year or other period for

which remuneration is paid shall rank in the division in proportion to the fraction of the year or other period during which he held office. A director who, at the request of the directors, performs special services or goes or resides abroad for any purpose of the Company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the directors determine.

- 25 A director does not require a shareholding qualification, but is nevertheless entitled to notice of and to attend and speak at any general meeting.

Powers and duties of directors

- 26 Subject to the provisions of the Act, a director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a director. A director may vote in respect of the contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company. He may also be counted in the quorum at any meeting at which the matter is considered.

Alternate directors

- 27 A director (other than an alternate director) may appoint any person to be an alternate director and may remove from office an alternate director appointed by him. When an alternate director is also a director or acts as an alternate director for more than one director, he shall have one vote for every director represented by him (in addition to his own vote if he is himself a director). When acting, he shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two.

Disqualification of directors

- 28 Regulation 81 of Table A shall be amended by substituting the following for paragraphs (c) and (e):

(c) he becomes, in the reasonable opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director; or

(e) he is otherwise duly removed from office.

A director shall not be required to vacate his office or be ineligible for re-election, and no person shall be ineligible for appointment as a director, by reason only of his attaining or having attained any particular age.

Proceedings of directors

- 29 Regulation 88 of Table A shall be amended by substituting for the sentence:

It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom.

the following sentence(s):

Notice of every meeting of directors shall be given to each director, including directors who are absent from the United Kingdom and have given to the Company notice of their addresses outside the United Kingdom in which case they shall be given seven days notice of the meeting.

- 30 Questions arising at any meeting of the directors or of any committee shall be decided by a majority of votes of the directors present. The chairman shall have a second or casting vote.
- 31 The quorum necessary for the transaction of business at any meeting of the directors or of any committee is two. Regulation 89 of Table A shall be amended accordingly.
- 32 If within half an hour from the time appointed for a meeting of the directors a quorum is not present, the meeting shall stand adjourned to the same day (or, if that day is a holiday, to the next following working day) in the next week but one and at the same time and place or to such other date, time and place as the director(s) present determine (not, unless all the directors agree, being more than 30 days nor less than seven days after the date appointed for the meeting) and the director(s) present shall form a quorum.
- 33 Where a meeting is adjourned under article 32 for seven days or more, not less than five days' notice of the adjourned meeting shall be given.
- 34 A meeting of the directors may consist of a conference between directors some or all of whom are in different places, provided that each director who participates is able:
 - 34.1 to hear each of the other participating directors addressing the meeting; and
 - 34.2 if he so wishes, to address all of the other participating directors simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles were adopted or not) or by a combination of these methods.
- 35 A meeting held in this way is deemed to take place where the largest group of participating directors is assembled or if no such group is readily identifiable at the place from where the chairman of the meeting participates.
- 36 The words "of filling vacancies, or" shall be omitted from regulation 90 of Table A.

Capitalisation of profits

- 37 The words "special resolution" shall be substituted for the words "ordinary resolution" in regulation 110 of Table A. On any occasion when shares are allotted and distributed credited as fully paid under the provisions of regulation 110 of Table A (as amended by this article) the shares allotted to holders of A Shares shall be or be designated A Shares, the shares allotted to holders of B Shares shall be or be designated B Shares and the shares allotted to holders of C Shares shall be or be designated C Shares.

Notices

- 38 Any notice required by these Articles to be given by the Company may be given by

any visible form, including facsimile and electronic mail. A notice communicated by immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

Indemnity

39 Subject to and to the fullest extent permitted by the Act, but without prejudice to any indemnity to which he may be otherwise entitled:

39.1 every director and alternate director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as a director or alternate director save that no director or alternate director shall be entitled to be indemnified:

39.1.1 for any liability incurred by him to the Company or any associated company of the Company (as defined by section 256 of the Companies Act 2006 for these purposes);

39.1.2 for any fine imposed in criminal proceedings which have become final;

39.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;

39.1.4 for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;

39.1.5 for any costs for which he has become liable in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against him; and

39.1.6 for any costs for which he has become liable in connection with any application under sections 144(3) or (4) or 727 of the Act in which the court refuses to grant him relief and such refusal has become final.

39.2 every director and alternate director shall be entitled to have funds provided to him by the Company to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a director or alternate director, provided that he will be obliged to repay such amounts no later than:

39.2.1 in the event he is convicted in proceedings, the date when the conviction becomes final;

39.2.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or

39.2.3 in the event of the court refusing to grant him relief on any application under sections 144(3) or (4) or 727 of the Act, the date when the refusal becomes final.

39.3 every Director and alternate Director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any of the Company's activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) save that no Director or alternate Director shall be entitled to be indemnified:

39.3.1 for any fine imposed in criminal proceedings which have become final;

39.3.2 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising; and

39.3.3 for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final.