

Company number: 8044019

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

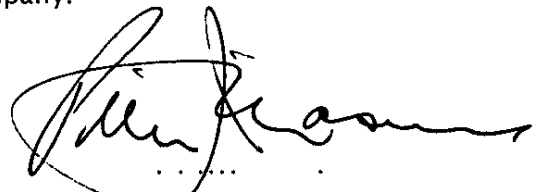
BRAND NEW CO (452) LIMITED
(to be renamed BHSF Corporate Healthcare (Holdings) Limited (Company))

(passed on 21 MAY 2012)

By written resolution dated 21 MAY 2012 the sole member of the Company
RESOLVED and agreed that the following resolution be passed as a special resolution
of the Company

That

- 1 The regulations contained in the printed document annexed to this resolution
marked "A" be and the same are hereby approved and adopted as the articles
of association of the Company in substitution for and to the exclusion of all
the existing articles of association of the Company.


.....
Director

FRIDAY



A37

A19NPCEW

25/05/2012

#28

COMPANIES HOUSE

Company number 08044019

This is the document marked "A"
referred to in the special resolution
passed on the day of
2012

Director



THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BRAND NEW CO (452) LIMITED
(to be renamed BHSF CORPORATE HEALTHCARE (HOLDINGS) LIMITED)

(adopted by special resolution passed on 2012)

Weightmans LLP

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BRAND NEW CO (452) LIMITED

(to be renamed as BHSF CORPORATE HEALTHCARE (HOLDINGS) LIMITED)

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires, the following words have the meanings stated opposite them

Act	the Companies Act 2006,
Appointor	has the meaning given in Article 11.1,
these Articles	these articles of association, as amended from time to time,
Associated Company	bodies corporate (including companies and limited liability partnerships) are associated with each other if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
Business Day	any day (other than a Saturday, Sunday or public holiday in England) on which clearing banks in the City of London are generally open for business,
Clear Days	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to have been given and the day for which it is given or on which it is to

	take effect or on which it is to expire,
Company	this Company,
Company's Lien	has the meaning given in Article 19 1,
Conflict	has the meaning given in Article 8 1,
Controlling Company	any body corporate which is the registered holder for the time being of more than one half in nominal value of the issued ordinary share capital of the Company for the time being,
Eligible Director	a director who would be entitled to vote on the proposal at a meeting of directors, but excluding any director whose vote is not to be counted in respect of the particular proposal,
Interested Director	has the meaning given in Article 8 1,
Lien Enforcement Notice	shall mean a notice given by the Company pursuant to Article 20 2,
Model Articles	the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>) as amended prior to the date of adoption of these Articles and reference to a Model Article shall be construed accordingly,
Relevant Officer	any director, alternate director, manager company secretary or former director, alternate director, manager or company secretary of the Company or an Associated Company of the Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the Company (or an Associated Company of the

Company) as auditor (whether or not he is also a director, alternate director, manager or company secretary), to the extent he acts in his capacity as auditor),

Relevant Loss

any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company, any Associated Company of the Company or any pension fund or employees' share scheme of the Company or Associated Company of the Company

- 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 these 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 (or paragraph or sub-paragraph of an article) of these Articles, unless expressly provided otherwise
- 1.5 In these Articles the expressions holding company and subsidiary shall have the meanings ascribed thereto in section 1159 of the Act, save that a company shall be treated, for the purposes only of the membership requirement contained in sub sections 1159(1) (b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Act shall be amended so that (a) references in sub sections 1159(1) (a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership and (b) the reference in section 1159(1) (b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights

- 1 6 In these Articles, 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
- (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 7 In these Articles, unless the context otherwise requires, a reference to a "person" includes references to individuals, corporations and a body of persons, whether incorporated or unincorporated and whether or not having legal personality such as partnerships, associations, foundations, trusts and to local, national or supranational governmental or quasi-governmental organisations or bodies
- 1 8 In these Articles, a reference to the singular includes the plural and vice versa and words importing one gender (including any neuter gender) include the other genders
- 1 9 Any phrase in these Articles introduced by the terms "include", "including", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1 10 The Model Articles shall apply to the Company, except in so far as they are amended or excluded by these Articles
- 1 11 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur"
- 1 12 In Model Article 25(2) (c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 13 Model Article 29 shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"

DIRECTORS

2 DECISIONS

- 2 1 Subject to Article 2 2, the general rule about decision making by directors is that any decision of the directors must be either a majority decision at a meeting of the directors or a decision taken in accordance with Article 2.3

2 2 If

- (a) the Company only has one director for the time being, and
- (b) no other provision of these Articles requires the Company to have more than one director

the general rule set out in Article 2 1 does not apply and the director may, for so long as he remains the sole director, take decisions without regard to any of the provisions of these Articles relating to directors' decision-making

2 3 Subject to Article 2 5, a decision of the directors is taken in accordance with this Article 2 3 when all Eligible Directors indicate to each other, by any means, that they share a common view on a matter

2 4 Such a decision as is referred to in Article 2 3 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 his agreement in writing

2 5 A decision may not be taken in accordance with Article 2 3 if the Eligible Directors would not have formed a quorum in respect of the subject matter of the decision at a directors' meeting

2 6 Model Articles 7 and 8 shall not apply

3 CALLING A DIRECTORS' MEETING

3 1 Any director may call a directors' meeting by giving reasonable notice of the meeting (or such lesser notice as all the directors may agree) to the other directors or by authorising the company secretary (if any) to give such notice

3 2 Model Article 9(1) shall not apply to the Company

4 QUORUM FOR DIRECTORS' MEETINGS

4 1 Subject to Article 4 2 and Article 8 2(b), the quorum for the transaction of business at a meeting of directors is any two directors, unless the minimum number of directors under these Articles is one and there is only one director, in which event the provisions of Model Article 7(2) will apply to the exclusion of this Article 4 1

4 2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 to authorise a director's Conflict, if there is only one Eligible Director in office, other than the conflicted director(s), the quorum for consideration of the relevant proposal shall be one Eligible Director

4 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision, other than a decision to

- (a) appoint further directors, or
- (b) call a general meeting so as to enable the shareholders to appoint further directors

4 4 Model Articles 11(2) and 11(3) shall not apply to the Company

5 CASTING VOTE

5 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, subject to Article 5 2 the chairman or other director chairing the meeting has a casting vote

5 2 The chairman or other director chairing a meeting of directors shall not have a casting vote in respect of a proposal made at the meeting if, in accordance with these Articles, he is not an Eligible Director for the purposes of voting on the proposal

5 3 Model Article 13 shall not apply to the Company

6 APPOINTMENT OF DIRECTORS

Without prejudice to the provisions of Model Article 17 (1), a Controlling Company may, from time to time, by notice in writing to the Company, delivered to its registered office or at a meeting of the directors, appoint any person to be a director and remove any director from office howsoever appointed, but so that such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the Company

7 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

7 1 Subject to sections 177(5), 177(6), 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 Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed contract, transaction or arrangement with the Company

- (a) may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract, transaction

or arrangement or proposed contract, transaction or arrangement in which he is interested,

- (c) shall be entitled to be counted as part of the quorum and vote at a meeting of directors (or of a committee of the directors) or participate in any decision, in respect of such contract, transaction or arrangement or proposed contract, transaction or arrangement in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- (e) may be a director or other officer of, or employed by, or a party to a contract, transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

7 2 Model Articles 14(1) to 14(4) inclusive, shall not apply to the Company

8 DIRECTORS' CONFLICTS OF INTEREST

8 1 The directors may, in accordance with the requirements set out in this Article 8, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an Interested Director) breaching his duty under section 175 of the Act to avoid conflicts of interest (Conflict)

8 2 Any authorisation under this Article 8 will be effective only if

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

- 8 3 Any authorisation of a Conflict under this Article 8 may (whether at the time of giving the authorisation or subsequently)
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
 - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 8 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 8 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation
- 8 6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract, transaction or arrangement shall be liable to be avoided on such grounds

9 RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

10 NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two

11 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

11 1 Any director (the Appointor) may appoint, as an alternate, any other director, or any other person approved by resolution of the directors, to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor

11 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor and delivered to its registered office or at a meeting of the directors, or in any other manner approved by the directors

11 3 The notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

12 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

12 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor in each case

12 2 Except to the extent that these Articles specify otherwise, an alternate director is

- (a) deemed for all purposes to be a director,
- (b) liable for his own acts and omissions,

- (c) subject to the same restrictions as his Appointor, and
- (d) is not deemed to be the agent of or for his Appointor

and, in particular (without limitation), each 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

- 12 3 An alternate director for one or more directors is entitled, (in addition to his own vote, if he is a director) in the absence of his Appointor or Appointors, to one vote for each of his Appointors on any decision of the directors (provided that the relevant Appointor is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present
- 12 4 An alternate director shall be paid expenses and be entitled to be indemnified by the Company to the same extent as his Appointor would be entitled but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of his Appointor's remuneration as the Appointor may direct by notice in writing to the Company

13 TERMINATION OF ALTERNATE DIRECTORSHIPS

An alternate director's appointment as an alternate terminates

- (a) when his Appointor revokes the appointment by notice to the Company in writing, delivered to its registered office or at a meeting of the directors, specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to his Appointor, would result in the termination of the Appointor's appointment as a director,
- (c) on the death of his Appointor, or
- (d) when his Appointor's appointment as a director terminates

14 ASSOCIATE DIRECTORS

- 14 1 The directors may, from time to time, appoint any one or more persons employed by the Company to be a local, associate or executive director or directors for such period and at such remuneration either fixed or varying with profits or otherwise or partly by one method and partly by another, and on any such other terms as the directors may from time to time think fit and may at any time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and the provisions of Articles 14 2 and 14 3 shall apply to every local, associate or executive director so appointed

14 2 A local, associate or executive director shall not be deemed to be a director for any purpose

14 3 The directors may, from time to time, entrust to and confer upon a local, associate or executive director for the time being such of the powers exercisable under these Articles by the directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers

15 SECRETARY

The directors may (but shall not be obliged to) appoint any person who is willing to act as the secretary, for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

16 SHARE CAPITAL

16 1 The share capital of the Company at the date of adoption of these articles comprises of and is divided into ordinary shares of £1 each

17 AUTHORITY FOR THE ISSUE AND TRANSFER OF SHARES

Where there is a Controlling Company, no share shall without the consent in writing of the Controlling Company, be issued or transferred to or held by any person other than the Controlling Company but subject thereto all the unissued shares for the time being in the capital of the Company shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms and conditions as they think proper, subject to Section 549 of the Act, and provided that no shares shall be issued at a discount

18 FURTHER ISSUES OF SHARES PRE-EMPTION RIGHTS

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 (as defined in section 560(1) of the Act) made by the Company

19 COMPANY'S LIEN OVER SHARES

19 1 The Company has a first and paramount lien (the Company's Lien) over every share, whether or not fully paid, which is registered in the name of any person indebted or

under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him or his estate (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future

19 2 The Company's Lien over a share

- (a) takes priority over any third party's interest in that share, and
- (b) extends to any dividend or other money payable by the Company in respect of that share and (if the Company's Lien is enforced and the share is sold by the Company) the proceeds of sale of that share

19 3 The directors may, at any time, decide that a share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.

20 ENFORCEMENT OF THE COMPANY'S LIEN

20 1 Subject to the provisions of this Article 20, if

- (a) a Lien Enforcement Notice has been given in respect of a share, and
 - (b) the person to whom the notice was given has failed to comply with it,
- the Company may sell that share in such manner as the directors decide

20 2 A Lien Enforcement Notice

- (a) may only be given in respect of a share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- (b) must specify the share concerned,
- (c) must require payment of the sum within 14 Clear Days of the date of the notice,
- (d) must be addressed either to the holder of the share or to a transmittee of that holder, and
- (e) must state the Company's intention to sell the share if the notice is not complied with

20 3 Where shares are sold under this Article 20

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser, and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

- 20 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied
- (a) first, in payment of so much of the sum for which the Company's Lien exists as was payable at the date of the Lien Enforcement Notice, and
 - (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice
- 20 5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the Company's Lien on a specified date
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share
- 20 6 If
- (a) a share is subject to the Company's Lien, and
 - (b) the directors are entitled to issue a Lien Enforcement Notice in respect of it,
- they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the share, any sum of money which is payable to the Company in respect of that share, to the extent that they are entitled to require payment under a Lien Enforcement Notice
- 20 7 Money so deducted must be used to pay any of the sums payable in respect of that share
- 20 8 The Company must notify the distribution recipient in writing of
- (a) the fact and amount of any such deduction,
 - (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
 - (c) how the money deducted has been applied

21 TRANSFER OF SHARES

21 1 The words “and unless the share is fully paid, the transferee ” shall be added at the end of Model Article 26(1).

21 2 If a Controlling Company shall deliver to the Company a notice in writing purporting to be signed by a director of the Controlling Company and stating that any share of the Company is held by the registered holder thereof, as the nominee of the Controlling Company (or, in the case of a share registered in the name of a deceased or bankrupt holder, was so held at the time of his death or bankruptcy) and naming some other person as having been authorised by the Controlling Company to sign transfers in the place of the holder or the deceased or bankrupt holder, the directors shall be entitled and bound to give effect to any instrument of transfer of that share signed by the person so named as transferor in all respects as if the instrument were signed by the registered holder of the share or by his personal representatives or trustees in bankruptcy

21 3 The directors may, in their absolute discretion, refuse to register the transfer of any share of whatever class (whether or not it is fully paid) unless it is

- (a) made pursuant to and in accordance with the provisions of Article 17,**
- (b) lodged at the registered office of the Company or at such other place as the directors may appoint, and is accompanied by the certificate for the share to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer,**
- (c) in respect of only one class of share,**
- (d) in favour of not more than four transferees, and**
- (e) in respect of a share over which either there is no Company's Lien or if there is a Company's Lien, at the date the transfer is submitted to the Company, the due date for payment of the sum owed has not passed**

21 4 If the directors refuse to register the transfer of a share the instrument of transfer must be returned to the transferee with the notice of refusal unless the directors suspect that the proposed transfer may be fraudulent

21 5 Model Article 26(5) shall not apply to the Company

DECISION MAKING BY SHAREHOLDERS

22 RESTRICTIONS ON VOTING RIGHTS

No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it or pursuant to a written

resolution, unless all amounts payable to the Company in respect of that share have been paid

23 QUORUM

Model Article 41(1) shall be extended by adding the following sentence at the end "If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed therefore or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved

24 POLL VOTES

24 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

24 2 Model Article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

24 3 Polls may be taken at the general meeting at which they are demanded and in such manner as the chairman directs

24 4 Model Articles 44 (2) and 44(4) shall not apply to the Company

25 PROXIES

25 1 Model Article 45(1) (d) shall be deleted and replaced with the words "is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"

25 2 Model Article 45(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS

26 MEANS OF COMMUNICATION TO BE USED

26 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, two Business Days after the day it was posted,
- (b) if properly addressed and sent by prepaid United Kingdom second class post to an address in the United Kingdom, three Business Days after the day it was posted,
- (c) five Business Days after the day it was posted, in the case of 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 a reputable international courier properly addressed to the intended recipient, provided that delivery in not more than five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider,
- (d) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (e) if properly addressed and sent or supplied by electronic means, one hour after the notice, document or information was sent or supplied, and
- (f) 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

however, if deemed service or delivery occurs before 9am on a Business Day, the notice, document or other information shall be deemed to have been received at 9am on that day, and if deemed service or delivery occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice, document or information shall be deemed to have been delivered or served at 9am on the next Business Day

- 26 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
- 26 3 Any notice, document or other information shall be deemed to have been given to the personal representatives of a deceased shareholder, notwithstanding that no grant of representation has been made in respect of his estate in England, if the notice, document or other information is addressed to the deceased shareholder by name or to his personal representatives by title and is otherwise sent to the deceased person in accordance with this Article 26

27 CHANGE OF NAME

In addition to the provisions of section 77(1) (a) of the Act, in accordance with the provisions of section 77(1) (b) of the Act, the Company may change its name by a decision of the directors

28 SEAL

The following provision shall be inserted in the Model Articles as a new Model Article 49(3) in place of existing Model Article 49(3)

"Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by

- (a) one authorised person, in the presence of a witness who attests the signature, or
- (b) two authorised persons"

29 INDEMNITY

29.1 Subject to Article 29.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled

- (a) each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and
 - (ii) in relation to the Company's (or any Associated Company of the Company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any Associated Company of the Company's) affairs, and

- (b) the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 29.1(a) and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure

29 2 Article 29 1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

30 **INSURANCE**

The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss