

Company number: 09595901

The Companies Act 2006

Private company limited by shares

Written resolution

of

Preminen Price Comparison Holdings Limited

18 December

2015 (the "**Circulation Date**")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of Preminen Price Comparison Holdings Limited (the "**Company**") propose that the resolutions (1) below is passed as an ordinary resolution (the "**Ordinary Resolution**") and resolutions (3) and (4) below be and they are passed as special resolutions (the "**Special Resolutions**")

Ordinary Resolutions:

- 1 **That** the directors of the Company be and they are unconditionally authorised pursuant to Section 551, Companies Act 2006 to exercise all powers of the Company to allot, or to grant any right to subscribe for or to convert any security into, shares in the Company up to an aggregate nominal amount of €5,000,000. This authority shall expire on the date 5 years after the passing of this resolution unless previously revoked, varied or extended save that the directors may, notwithstanding such expiry, allot any shares or grant any right to subscribe for, or to convert any security into, shares in pursuance of an offer or agreement to do so made by the Company before this authority expires

Special Resolutions:

- 2 **That** the directors of the Company be and they are empowered for the purposes of Section 570, Companies Act 2006 (the "Act") to allot equity securities (as defined by Section 560 of the Act) for cash pursuant to the authority conferred by resolution 1 above as if Section 561 of the Act did not apply to any such allotment
- 3 **That** the draft articles of association attached to this resolution be adopted by the Company in substitution for, and to the exclusion of, its existing articles of association

Important

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

The undersigned, being persons entitled to vote on the Ordinary resolution and the Special Resolutions on the Circulation Date (see Note 4), hereby irrevocably agree to the Ordinary resolution and the Special Resolutions

ASZ

For and on behalf of Admiral Group plc



Notes

- 1 If you agree to the Ordinary resolution and the Special Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - By hand (by delivering the signed copy to 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of James Crotty)
 - By post (by returning the signed copy to 2 Temple Back East, Temple Quay, Bristol BS1 6EG marked for the attention of James Crotty)
 - By email (by attaching a scanned copy of the signed document to an email and sending it to james.crotty@osborneclarke.com)
- 1 **The Ordinary resolution and the Special Resolutions will lapse if sufficient votes in favour of it have not been received by the end of the date which is 28 days after the Circulation Date (the Circulation Date being counted as day one). In order to be effective sufficient votes to pass the Ordinary resolution and the Special Resolutions must have been cast within 15 days of the Circulation Date.** Unless you do not wish to vote on the Ordinary resolution and the Special Resolutions, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against the Ordinary resolution and the Special Resolutions
- 2 Once you have signified your agreement to the Ordinary resolution and the Special Resolutions such agreement cannot be revoked
- 3 In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s)
- 4 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

Articles of Association

of

Preminem Price Comparison Holdings Limited

Company number 09595901

(Private company limited by shares)

as adopted by written special resolution passed on 18 December
2015

Osborne Clarke

Apex Plaza
Forbury Road
Reading
RG1 1AX
Telephone +44 118 925 2000
Fax +44 118 925 2005

THURSDAY



A4MYDZJN

A14

24/12/2015

#71

COMPANIES HOUSE

Contents

<u>1</u>	<u>Interpretation</u>	1
<u>2</u>	<u>Adoption of the Model Articles</u>	3
<u>3</u>	<u>Directors' meetings</u>	3
<u>4</u>	<u>Number of directors and remuneration</u>	4
<u>5</u>	<u>Calling a directors' meeting</u>	4
<u>6</u>	<u>Quorum for directors' meetings</u>	4
<u>7</u>	<u>Chairing of directors' meetings</u>	4
<u>8</u>	<u>Directors' interests</u>	4
<u>9</u>	<u>Records of decisions to be kept</u>	6
<u>10</u>	<u>Appointment and removal of directors</u>	6
<u>11</u>	<u>Alternate directors</u>	7
<u>12</u>	<u>Share capital</u>	8
<u>13</u>	<u>Share transfers general</u>	8
<u>14</u>	<u>Pre-emption rights on the transfer of shares</u>	9
<u>15</u>	<u>Permitted transfers</u>	10
<u>16</u>	<u>Valuation</u>	11
<u>17</u>	<u>Quorum for general meetings</u>	12
<u>18</u>	<u>Chairing general meetings</u>	12
<u>19</u>	<u>Voting</u>	12
<u>20</u>	<u>Poll votes</u>	12
<u>21</u>	<u>Proxies</u>	12
<u>22</u>	<u>Means of communication to be used</u>	13
<u>23</u>	<u>Indemnity and insurance</u>	13

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PREMINEN PRICE COMPARISON HOLDINGS LIMITED

(Adopted by special resolution passed on [DATE] 2015)

Introduction

1 Interpretation

1.1 In these Articles, the following words have the following meanings

"Act" means the Companies Act 2006,

"Acting in Concert" has the meaning set out in the City Code on Takeovers and Mergers (as amended from time to time),

"ADMIRAL" means Admiral Group plc, a public limited company incorporated and registered in England and Wales with company number 03849958 whose registered office is at Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ,

"ADMIRAL Director" means any director appointed to the Company by holders of the ADMIRAL Shares,

"ADMIRAL Shares" means the A Shares held by ADMIRAL or anyone to whom such shares have been transferred in accordance with these Articles,

"Appointor" has the meaning given in Article 11 1,

"A Shares" means the A ordinary shares of €1 00 each in the capital of the Company,

"Articles" means the Company's articles of association for the time being in force,

"B Shares" means the B ordinary shares of €1 00 each in the capital of the Company,

"Business Day" means a day other than a Saturday, Sunday or public holiday in London and Madrid when banks are open for business,

"Conflict" means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company,

"Continuing Shareholder" has the meaning given in Article 14 1,

"Deemed Transfer Notice" means a Transfer Notice that is deemed to have been served under any provisions of these Articles,

"Eligible Director" means any Eligible ADMIRAL Director or Eligible MAPFRE Director (as the case may be),

"Eligible ADMIRAL Director" means an ADMIRAL Director who would be entitled to vote on the matter at a meeting of directors (but excluding any ADMIRAL Director whose vote is not to be counted in respect of the particular matter),

"Eligible MAPFRE Director" means a MAPFRE Director who would be entitled to vote on the matter at a meeting of directors (but excluding any MAPFRE Director whose vote is not to be counted in respect of the particular matter),

"Fair Value" means in relation to shares, as determined in accordance with Articles 16 2 to 16 7 (inclusive),

"holding company" has the meaning given in Article 1 5,

"Interested Director" has the meaning given in Article 8 1,

"MAPFRE" means MAPFRE S.A a company incorporated under the laws of Spain whose registered office is at Carretera de Pozuelo nº 52, 28222 Majadahonda, Madrid (Spain),

"MAPFRE Director" means any director appointed to the Company by holders of the MAPFRE Shares,

"MAPFRE Shares" means the B Shares held by MAPFRE or anyone to whom such shares have been transferred in accordance with these Articles,

"Model Articles" means 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 and reference to a numbered "Model Article" is a reference to that article of the Model Articles,

"Original Shareholder" means a shareholder who holds shares in the Company on the date of adoption of these Articles,

"Permitted Group" means in relation to a company, any wholly owned subsidiary of that company, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company, and each company in a Permitted Group is a member of the Permitted Group Unless the context otherwise requires, the application of the definition of Permitted Group to any company at any time will apply to the company as it is at that time,

"Permitted Transfer" means a transfer of shares made in accordance with Article 15,

"Permitted Transferee" means in relation to a shareholder, any member of the same Permitted Group as that shareholder,

"Prescribed Price" has the meaning given in Article 14 1(b)(ii)(B),

"Price Notice" has the meaning given in Article 14 2(b),

"Proposed Sale Price" has the meaning given in Article 14 2(b),

"Purchase Notice" has the meaning given in Article 14 2(a),

"Sale Shares" has the meaning given in Article 14 1,

"Seller" has the meaning given in Article 14 1,

"Shareholder Equity" means the value of the Company's total assets minus the value of its total liabilities

"subsidiary" has the meaning given in Article 1 5,

"Transfer Notice" means an irrevocable notice in writing given by any shareholder to the other shareholder where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares,

"Valuers" means the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the shareholders or, in the absence of agreement between the shareholders on the identity of the expert within 10 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator), and

"Writing or written" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of Article 14, Article 15 and Article 16, "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax)

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 those 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 of these Articles unless expressly provided otherwise
- 1 5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act
- 1 6 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time
- 1 7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision
- 1 8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1 9 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them

2 **Adoption of the 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 or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2 2 Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22(2), 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company
- 2 3 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide" Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

Directors

3 **Directors' meetings**

- 3 1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles
- 3 2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit The directors will try to meet at least three times per calendar year
- 3 3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it
- 3 4 Except as provided by Article 3 6, each director has one vote at a meeting of directors
- 3 5 If at any time before or at any meeting of the directors all ADMIRAL Directors participating or all MAPFRE Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made No meeting of directors may be adjourned pursuant to this article more than once
- 3 6 If the shareholders are not represented at any meeting of the directors by an equal number of Eligible ADMIRAL Directors and Eligible MAPFRE Directors (whether participating in person or by an alternate), then one of the Eligible Directors so nominated by the shareholder who is

represented by fewer Eligible Directors shall be entitled at that meeting to such additional vote or votes as shall result in the Eligible Directors so participating representing each shareholder having in aggregate an equal number of votes

4 Number of directors and remuneration

4 1 The number of directors shall not be less than four made up of an equal number of ADMIRAL Directors and MAPFRE Directors. No shareholding qualification for directors shall be required.

4 2 Directors shall serve in such capacity without any remuneration, but reasonable costs incurred by them in the performance of their duties as Directors shall be borne by the Company.

5 Calling a directors' meeting

5 1 Any director may request and the secretary may call a meeting of directors by giving not less than ten Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by at least one ADMIRAL Director and one MAPFRE Director) to each director or by authorising the Company secretary (if any) to give such notice.

5 2 Notice of any directors' meeting must be accompanied by

- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting, and
- (b) copies of any papers to be discussed at the meeting.

5 3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing.

6 Quorum for directors' meetings

6 1 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one at least shall be an Eligible ADMIRAL Director (or his alternate) and one at least an Eligible MAPFRE Director (or his alternate).

6 2 No business shall be conducted at any meeting of directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.

6 3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for the next Business Day at the same time and place.

7 Chairing of directors' meetings

The post of chairman of the directors will be held by an ADMIRAL Director who shall have a casting vote. If the chairman for the time being is unable to attend any meeting of the board of directors, ADMIRAL shall be entitled to appoint another of its nominated directors to act as chairman at the meeting.

8 Directors' Interests

8 1 For the purposes of section 175 of the Act, the shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.

8 2 The Interested Director must provide the shareholders with such details as are necessary for the shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the shareholders.

8 3 Any authorisation by the shareholders of a Conflict under this article 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 will or will 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 shareholders 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 shareholders authorise a Conflict
- (a) the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the shareholders in relation to the Conflict, and
 - (b) the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act, provided he acts in accordance with such terms and conditions (if any) as the shareholders impose in respect of their authorisation
- 8 5 The shareholders 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, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company, or any other member of such shareholder's Permitted Group, and no authorisation under Article 8 1 shall be necessary in respect of any such interest
- 8 7 Any ADMIRAL Director or MAPFRE Director shall be entitled from time to time to disclose to the holders of the ADMIRAL Shares or (as the case may be) the holders of the MAPFRE Shares such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one ADMIRAL shareholder or (as the case may be) MAPFRE shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing
- 8 8 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 shareholders in accordance with these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 8 9 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act
- 8 10 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 8 9
- 8 11 Subject, where applicable, to any terms, limits or conditions imposed by the shareholders in accordance with Article 8 3, and provided a director 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

- (a) may be a party to, or otherwise interested in, any such 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 transaction or arrangement or proposed transaction or arrangement in which he is interested,
- (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision in respect of such transaction or arrangement or proposed 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 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

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 a form that enables the Company to retain a copy of such decisions

10 Appointment and removal of directors

- 10 1 The holder of the ADMIRAL Shares for the time being shall be entitled to appoint two persons to be ADMIRAL Directors of the Company and the holder of the MAPFRE Shares for the time being shall be entitled to appoint two persons to be MAPFRE Directors of the Company provided always that there are an equal number of ADMIRAL Directors and MAPFRE Directors
- 10 2 Any ADMIRAL Director may at any time be removed from office by the holder of the ADMIRAL Shares and any MAPFRE Director may at any time be removed from office by the holder of the MAPFRE Shares
- 10 3 If any ADMIRAL Director or any MAPFRE Director shall die or be removed from or vacate office for any cause, the holder of a majority of the ADMIRAL Shares (in the case of an ADMIRAL Director) or the holder of a majority of the MAPFRE Shares (in the case of a MAPFRE Director) shall appoint in his place another person to be an ADMIRAL Director or a MAPFRE Director (as the case may be)
- 10 4 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holder of a majority of the ADMIRAL Shares or MAPFRE Shares (as the case may be) and served on each of the other shareholders and the Company at its registered office Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice
- 10 5 The right to appoint and to remove ADMIRAL or MAPFRE Directors under this article shall be a class right attaching to the ADMIRAL Shares and the MAPFRE Shares respectively
- 10 6 If no ADMIRAL Shares or MAPFRE Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation
- 10 7 No ADMIRAL Director or MAPFRE Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law

11 **Alternate directors**

- 11 1 Any director (other than an alternate director) (the "Appointor") may appoint any person (whether or not a director) other than an existing director representing the other class of shares, to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. In these Articles, where the context so permits, the term "ADMIRAL Director" or "MAPFRE Director" shall include an alternate director appointed by an ADMIRAL Director or a MAPFRE Director (as the case may be). A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise.
- 11 2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, 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 he is willing to act as the alternate of the director giving the notice.
- 11 4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.
- 11 5 Except as the Articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be directors,
 - (b) are liable for their own acts and omissions,
 - (c) are subject to the same restrictions as their Appointors, and
 - (d) are not deemed to be agents of or for their Appointors,
- 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.
- 11 6 A person who is an alternate director but not a director may, subject to him being an Eligible Director
- (a) be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if that person's Appointor is an Eligible Director and is not participating), and
 - (b) participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).
- 11 7 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an Eligible Director in relation to that decision), in addition to his own vote on any decision of the directors.
- 11 8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 11 9 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates
- (a) when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate, or
 - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director, or

- (c) when the alternate director's Appointor ceases to be a director for whatever reason

Shares

12 Share capital

- 12 1 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares

- 12 2 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class

- 12 3 On the transfer of any share as permitted by these Articles

- (a) a share transferred to a non-shareholder shall remain of the same class as before the transfer; and
- (b) a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class

- 12 4 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting

- 12 5 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares

- (a) any alteration in the Articles,
- (b) any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital, and
- (c) any resolution to put the Company into liquidation

- 12 6 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the Act

13 Share transfers- general

- 13 1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share

- 13 2 No shareholder shall transfer any share except.

- (a) with the prior written consent of all shareholders for the time being, or
- (b) a shareholder may transfer all (but not some only) of its shares in the Company to any person for cash in accordance with the procedure set out in Article 14, or
- (c) in accordance with Article 15

- 13 3 Subject to Article 13.4, the directors must register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles

13 4 The directors may, as a condition to the registration of any transfer of shares in the Company (whether to a Permitted Transferee or otherwise) require the transferee to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) If any such condition is imposed in accordance with this Article 13 4, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee

13 5 To enable the directors to determine whether or not there has been a transfer of shares in the Company in breach of these Articles, the directors of any class may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose If a shareholder fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to all shares held by that shareholder be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction Such directors may reinstate these rights at any time

14 **Pre-emption rights on the transfer of shares**

14 1 Subject to Article 13 2, a shareholder ("**Seller**") wishing to transfer its shares ("**Sale Shares**") must give a Transfer Notice to the other shareholder ("**Continuing Shareholder**") giving details of the proposed transfer including

(a) if it wishes to sell the Sale Shares to a third party, the name of the proposed buyer, and

(b) the price (in cash) at and the terms and conditions on which it wishes to sell the Sale Shares, provided that

(i) if the proposed transfer is to a bona fide third party purchaser or purchasers Acting in Concert ("**Third Party Purchaser**"), such price shall be the price which the Third Party Purchaser has offered for the Sale Shares (the "**Third Party Offer Price**"), or

(ii) if the proposed transfer is to a person other than a Third Party Purchaser

(A) in the period prior to the preparation by the Company of two sets of audited consolidated annual accounts required for the purposes of the formula set out in Article 16 1, such price shall be the price which the Seller considers reasonable in all the circumstances for the Sale Shares (the "**Proposed Sale Price**"), and

(B) after the period referred to in Article 14 1(b)(ii)(A), such price shall be the price calculated in accordance with Article 16 1 (the "**Prescribed Price**")

14 2 Within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice, the Continuing Shareholder shall be entitled (but not obliged) to give notice in writing to the Seller stating either that

(a) it wishes to purchase the Sale Shares at the Third Party Offer Price, the Proposed Sale Price or the Prescribed Price (as applicable) (a "**Purchase Notice**"), in which case the Continuing Shareholder is bound to buy all of the Seller's Sale Shares at the such price, or

(b) (where applicable) the Proposed Sale Price is too high ("**Price Notice**")

For the avoidance of doubt, the Continuing Shareholder shall not be entitled to serve a Price Notice stating that the Third Party Offer Price or the Prescribed Price is too high

14 3 If, at the expiry of the period specified in Article 14 1(b)14 2, the Continuing Shareholder has given neither a Purchase Notice nor a Price Notice, the Seller may transfer all its Sale Shares to the buyer identified in the Transfer Notice (if any) at a price not less than price at which they were offered to the Continuing Shareholder pursuant to Article 14 1 provided that it does so within three months of the expiry of the period specified in Article 14 2

14 4 Following service of a Price Notice under Article 14 2(b), the Seller and the Continuing Shareholder shall endeavour to agree a price for each of the Sale Shares. If they have not agreed such a price within ten Business Days of the Seller's receipt of a Price Notice, either the Seller or the Continuing Shareholder shall immediately instruct the Valuers to determine the Fair Value of each Sale Share in accordance with Articles 16 2 to 16 7 (inclusive). If the Seller and Continuing Shareholder agree a price within the period specified in this Article 14 4, the Continuing Shareholder is bound to buy all of the Seller's Sale Shares at the price agreed.

14 5 Within 20 Business Days of receipt of the Valuers' determination of the Fair Value, the Continuing Shareholder shall be entitled (but not obliged) to give notice in writing to the Seller stating that the Continuing Shareholder wishes to purchase the Sale Shares at their Fair Value as determined by the Valuers. If, at the expiry of the period specified in this Article 14 5, the Continuing Shareholder has not notified the Seller that it wants to buy the Sale Shares, the Seller may transfer all its Sale Shares to the buyer identified in the Transfer Notice at a price not less than the Fair Value for all of the Sale Shares as determined by the Valuers provided that it does so within 3 months of the expiry of the period specified in this Article 14 5.

15 Permitted transfers

15 1 An Original Shareholder may at any time transfer all (but not some only) of its shares in the Company to a Permitted Transferee without being required to follow the steps set out in Article 14.

15 2 A shareholder holding shares in the Company as a result of a Permitted Transfer made after the date of adoption of these Articles by an Original Shareholder under the provisions of this Article 15 may at any time transfer all (but not some only) of its shares back to the Original Shareholder from whom it received those shares or to another Permitted Transferee of such Original Shareholder, without being required to follow the steps set out in Article 14.

15 3 If a Permitted Transfer has been made to a Permitted Transferee, that Permitted Transferee shall within five Business Days of ceasing to be a member of the Permitted Group transfer all of the shares in the Company held by it to

(a) the Original Shareholder from whom it received those shares, or

(b) another Permitted Transferee of that Original Shareholder,

(which in either case is not in liquidation), without any price or other restriction. If the Permitted Transferee fails to make a transfer in accordance with this Article 15 3, the Company may execute a transfer of the shares on behalf of the Permitted Transferee and register the Original Shareholder as the holder of such shares.

16 Valuation

16 1 For the purposes of Article 14 1(b)(ii)(B), the Prescribed Price shall be calculated according to the following formula

$$\frac{8(A+B)}{2} \times \frac{C}{D}$$

where

A = Company's profit before tax shown in Company's audited consolidated annual accounts for the financial year ending immediately prior to the date on which the Transfer Notice is given,

B = Company's profit before tax shown in Company's audited consolidated annual accounts for the financial year immediately prior to the period in A,

C = the number of Sale Shares, and

D = the total issued share capital of Company,

provided that such valuation shall never be less than the Shareholder Equity multiplied by the proportion which the MAPFRE Shares bear on the total issued share capital of the Company

16 2 Where required pursuant to Article 14 4 or the terms of any shareholders' agreement (or similar document) in force between the shareholders, the Valuers shall be requested to determine the Fair Value within 14 Business Days of their appointment and to notify the shareholders in writing of their determination

16 3 The Fair Value for any Sale Share shall be the price per share determined by the Valuers on the following bases and assumptions

(a) valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares,

(b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,

(c) the sale is to be on arms' length terms between a willing seller and a willing buyer,

(d) the Sale Shares are sold free of all encumbrances,

(e) the sale is taking place on the date the Valuers were requested to determine the Fair Value, and

(f) to take account of any other factors that the Valuers reasonably believe should be taken into account

16 4 The shareholders are entitled to make submissions to the Valuers and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require

16 5 To the extent not provided for by this Article 16 the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate, including (to the extent they consider necessary) instructing professional advisers to assist them in reaching their valuation

16 6 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders (in the absence of manifest error or fraud)

16 7 Each shareholder shall bear its own costs in relation to the reference to the Valuers. The Valuers' fees and costs properly incurred by them in arriving at their valuation shall be borne by the shareholders in such other proportions as the Valuers shall direct

Decision making by shareholders

17 Quorum for general meetings

17 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be a holder of ADMIRAL Shares or a duly authorised representative of such holder and one shall be a holder of MAPFRE Shares or a duly authorised representative of such holder

17 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

18 Chairing general meetings

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

19 Voting

19 1 At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote, on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder except that

(a) no shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right, and

(b) subject to article (a) of this exception, in the case of any resolution proposed, any holder of ADMIRAL Shares or of MAPFRE Shares voting against such resolution (whether on a show of hands, a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat the resolution

20 Poll votes

20 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

20 2 Article 44(3) of the Model Articles 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

21 Proxies

21 1 Article 45(1)(d) of the Model Articles 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 general meeting (or adjourned meeting) to which they relate"

21 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article

Administrative arrangements

22 Means of communication to be used

22 1 Subject to Article 22 3, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address, or

(b) if sent by fax, at the time of transmission, or

(c) if sent by pre-paid United Kingdom or Spain first class post, recorded delivery or special delivery to an address in the United Kingdom or Spain, at 9 00 am on the second Business Day after posting, or

(d) if sent by pre-paid airmail to an address outside the country from which it is sent, at 9 00 am on the fifth Business Day after posting, or

(e) if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address, or

(f) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied, or

(g) 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, and

- (h) if deemed receipt under the previous paragraphs of this Article 22 1 would occur outside business hours (meaning 9 00 am to 5 30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9 00 on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt
- 22 2 To prove service, it is sufficient to prove that
- (a) if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address, or
 - (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number, or
 - (c) if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted, or
 - (d) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient
- 22 3 Any notice, document or other information served on, or delivered to, an intended recipient under Article 14 or Article 15 3 (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website
- 22 4 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act
- 23 Indemnity and insurance**
- 23 1 Subject to Article 23 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled
- (a) each relevant officer of the Company 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 activities as a 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 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 23 1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure
- 23 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law
- 23 3 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
- 23 4 In this article
- (a) a "relevant officer " means any director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and

- (b) a "relevant loss" means 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 or any pension fund of the Company