

**Company number 3175440**

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

**MORTGAGE NEXT LIMITED**

(Adopted by special resolution passed on 30 April 2009 (the "**Adoption Date**"), as amended pursuant to a special resolution passed on 28 June 2019)



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**Company Number: 3175440**

**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION OF**  
**MORTGAGE NEXT LIMITED**

**1. Definitions and interpretation**

- 1.1 In these Articles the following words and expressions have the following meanings unless the context otherwise requires:

**"Board"**

the board of Directors, as constituted from time to time;

**"CA1985"**

the Companies Act 1985;

**"CA2006"**

the Companies Act 2006;

**"Companies Acts"**

together CA1985 and CA2006 as in force from time to time;

**"Director"**

*a duly appointed director of the Company from time to time and "Directors" shall be construed accordingly;*

**"Member"** a registered holder of an issued Share from time to time, as recorded in the register of members of the Company;

**"Share"**

an ordinary share of £1 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles; and

**"Table A"**

Table A in the Companies (Tables A to F) Regulations 1985 as amended prior to, and in force as at, the Adoption Date.

- 1.2 These Articles and the regulations of Table A (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.

- 1.3 In these Articles a reference to:

- 1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the date of these Articles and any subordinate legislation made under the statutory provision before or after the date of these Articles. In particular (without prejudice to the generality of the foregoing) a reference to a section of CA1985 shall include a reference to any section of CA2006 which replaces, modifies or re-enacts that

section of CA1985 at any time after the date of these Articles with effect from the date such section of CA2006 comes into force;

1.3.2 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists); and

1.3.3 "these Articles" is to these articles of association (including the provisions of Table A incorporated therein), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Companies Acts.

1.4 The contents table and headings in these Articles are for convenience only and do not affect their interpretation.

1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any rights under these Articles.

## **2. Authorised share capital**

At the Adoption Date the authorised share capital of the Company is £50,100 divided into 50,100 Shares.

## **3. Issue of Shares**

3.1 All unissued Shares from time to time 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 generally on such terms and conditions as they think fit in their absolute discretion, provided that no Share shall be issued at a discount.

3.2 The Directors are generally and unconditionally authorised for the purposes of section 80 CA1985 to exercise any power of the Company to allot relevant securities (as defined in section 80(2) CA1985) up to the amount of the authorised share capital of the Company from time to time. Such authority shall expire on the day immediately preceding the fifth anniversary of the date of the adoption of these Articles provided that the Directors may, after that period, allot relevant securities under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to section 80 CA1985) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

3.3 Section 89(1) and sub-sections (1) to (6) of section 90 CA1985 shall not apply to the Company.

#### **4. Transfer of Shares**

- 4.1 Subject to Article 4.2 below, the Directors may, in their absolute discretion, refuse to register any transfer of the Shares.
- 4.2 *Notwithstanding anything contained in these articles, the Directors of the Company may not decline to register any transfer of Shares in the Company and may not suspend registration thereof, where such transfer is:*
- 4.2.1 to a bank, institution or any third party to which such Shares have been charged by way of security, whether as agent or trustee for a group of banks or institutions or otherwise (a "**Secured Institution**"), or to any nominee or any transferee of such Secured Institution pursuant to such security, or any administrative receiver, administrator, receiver or receiver and manager or similar entity (a "**Receiver**") pursuant to powers granted to it under the security; or
  - 4.2.2 delivered to the Company for registration by a Secured Institution or its nominee in order to register the Secured Institution as legal owner of the Shares; or
  - 4.2.3 executed by a Secured Institution or its nominee or a Receiver pursuant to the power of sale or other power under such security;

and furthermore, notwithstanding anything contained in these Articles or in any agreement or arrangement applicable to any Shares in the Company:

- i. *no transferor of any Shares in the Company or proposed transferor of such Shares to a Secured Institution or to its nominee; and*
- ii. *no Secured Institution or its nominee;*

shall be required to obtain the approval of the Directors or to offer the Shares which are or are to be the subject of any such transfer to the members for the time being of the Company or any of them, and no such member shall have any right under these Articles or otherwise to require such Shares to be transferred to them whether for consideration or not.

#### **5. General meetings**

- 5.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Save where the Company has only one Member, two "qualifying persons" (as defined in section 318(3) CA2006) shall be a quorum. For so long as the Company has only one Member, one such "qualifying person" shall be a quorum. Regulation 40 of Table A shall not apply to the Company.
- 5.2 Regulation 41 of Table A shall be amended by the addition of the following words at the end of that regulation:

"If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the Member(s) present (either in person, by proxy or by a duly appointed corporate representative) shall constitute a quorum".

- 5.3 Regulation 54 of Table A shall not apply to the Company.
- 5.4 Regulation 57 of Table A shall be amended by the insertion of the following words after the word "shall": "unless a majority of the Directors resolves otherwise".
- 5.5 Regulation 59 of Table A shall be amended by the addition of the following sentence at the end of that regulation: "The deposit of an instrument of proxy will not preclude a Member from attending and voting at the meeting or at any adjournment thereof".
- 5.6 Regulation 62 of Table A shall be amended:
  - 5.6.1 by the deletion in paragraph (a) of the words "deposited at" and the insertion in their place of the following words: "left at or sent by post to"; and
  - 5.6.2 by the insertion, after the word "invalid" in the penultimate sentence of the following words: "unless a majority of the Directors resolves otherwise".
- 5.7 The Company shall not be required to give notice of a general meeting to a Director (in his capacity as a Director). Regulation 38 of Table A shall be modified accordingly.
- 6. Directors**
  - 6.1 Unless and until determined otherwise by ordinary resolution of the Company, the number of Directors shall not be less than one and is not subject to any maximum. Regulation 64 of Table A shall be modified accordingly.
  - 6.2 *Whenever the number of Directors shall be one, the sole Director may exercise all the powers and authorities vested in the Directors by Table A and by these Articles and any provisions of Table A or these Articles shall apply with any necessary modifications.*
  - 6.3 *No business shall be transacted at any meeting of the Board unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Save where the Company has a sole Director, two Directors, present either in person or by a duly appointed alternate, shall be a quorum. Regulation 89 of Table A shall be modified accordingly.*
  - 6.4 *In the case of an equality of votes on any matter considered by the Directors, the chairman of the Directors shall be entitled to a casting vote.*
  - 6.5 Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.

6.6 Without prejudice to the provisions of sections 177 and 182 CA2006, a director may vote at, and be counted in the quorum of, a meeting of the Board, or of a committee of the Board, on any resolution concerning a matter in which he (or any person connected with him by virtue of section 252 CA2006) has, directly or indirectly, an interest or duty which is material and which conflicts or possibly may conflict with the interests of the Company, *provided that he has disclosed to the Directors the nature and extent of that interest or duty.* Regulations 94 to 98 of Table A shall not apply to the Company.

6.7 The Member(s) holding not less than 75% of the issued Shares from time to time may remove a Director from office or appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that such appointment does not cause the number of Directors to exceed any maximum number fixed by or in accordance with these Articles from time to time. Any removal or appointment pursuant to this article 6.7 shall be made by notice in writing to the Company signed by or on behalf of the relevant Member(s) and may consist of several documents in similar form, each signed by or on behalf of one or more Members. Such notice must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

## **7. Alternate Directors**

7.1 Regulation 66 of Table A shall be amended by the deletion of the last sentence of that regulation and the insertion of the following in its place: "But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom unless he has given the Company an address within the United Kingdom at which such notice may be served."

7.2 If any person is appointed as the alternate of more than one Director he shall be entitled at any meeting of the Board (or any committee of the Board of which his appointor(s) is a Member) to one vote for every Director whom he represents (in addition to his own vote (if any) as a Director) but he shall count as only one for the purpose of determining whether a quorum is present at any time.

7.3 The appointment of an alternate director will terminate if he resigns by written notice. Such notice must be left at or sent by post to the registered office of the Company and to the last known address of his appointor. The resignation shall take effect when the notice is received by the Company and his appointor or, if later, on such date (if any) as may be specified in the notice.

## **8. Electronic communications**

The Company may, subject to and in accordance with the provisions of CA2006, serve any notice on, or send or supply any other documents or information to, its Members or any other person by any electronic means, including by making them available on a website.

## **9. Indemnity**

9.1 Subject to article 9.2, a relevant officer of the Company or an associated company may be indemnified out of the company's assets against:

9.1.1 any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any associated company;

9.1.2 any liability incurred by that officer in connection with the activities of the Company or any associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) CA2006); and

9.1.3 any other liability incurred by that officer as an officer of the Company or any associated company.

9.2 This article 9 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.

9.3 In this article 9:

9.3.1 *companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and*

9.3.2 a "relevant officer" means any director, former director or other officer of the Company or any associated company (but not its auditor).

## **10. Insurance**

10.1 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.

10.2 In this article 10:

10.2.1 a "relevant officer" means any director or former director of the Company or any associated company, any other officer or employee or former officer or employee of the Company or any associated company (but not its auditor) or any trustee of an occupational pension scheme (as defined in section 235(6) CA2006) for the purposes of an employees' share scheme of the Company or any associated company;

10.2.2 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, any associated company or any pension fund or employees' share scheme of the Company or any associated company; and

10.2.3 "associated company" has the meaning given to that term in article 10.3.1.



**11. General**

- 11.1 Regulation 6 of Table A shall be amended by the insertion, after the words "Every certificate shall be sealed with the seal", of the following words: "or executed in such other manner as the Directors may authorise having regard to the provisions of the Companies Acts".
- 11.2 Regulations 8 to 11 of Table A shall be disappplied.
- 11.3 *The liability of any member in default in respect of a call shall be increased by the addition of the following words at the end of the first sentence of regulation 18 of Table A: "and all expenses that may have been incurred by the Company by reason of such non-payment".*
- 11.4 Regulation 115 of Table A shall be amended by the insertion of the following words at the beginning of that regulation: "Subject to section 1147 of the Companies Act 2006,".

**Company No. 3175440**

**APPENDIX TO THE ARTICLES OF ASSOCIATION**

**of**

**MORTGAGE NEXT LIMITED**

Pursuant to section 28 of the Companies Act 2006, the following provisions of the memorandum of association of the Company in effect immediately prior to 1 October 2009 are deemed to be provisions of the articles of association of the Company:

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3175440

THE COMPANIES ACTS 1985-1989

COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION OF  
MORTGAGE NEXT LIMITED

1. The name of the Company is: **MORTGAGE NEXT LIMITED**
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:
  - (a) To carry on business as a general commercial company.
  - (b) To carry on any other business of any description whatsoever which may seem to the Company or in the opinion of the Board of Directors thereof to be advantageously carried on in connection with or ancillary to the objects of the Company or any of them and calculated directly or indirectly to render more profitable the Company's business.
  - (c) To purchase or by any other means acquire, sell, lease, rent, licence, surrender, accept surrenders of, mortgage, charge or otherwise deal in any freehold, leasehold or other property wheresoever situate.
  - (d) To erect, construct, pull down, dismantle, remove or replace, repair and maintain, alter, hire, enlarge and adapt any buildings both portable and otherwise and use the same for the Company's businesses or any of them.
  - (e) To purchase or by any other means acquire, take over and undertake all or any part of the business, property, liabilities and assets of any person, firm or company carrying on or formed to carry on any business for which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and which is calculated to advance the interests of this Company and make more profitable the Company's business and to pay cash or to issue shares, stock, debentures or debenture stock of this Company as the consideration for such purpose of acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.

\* 730414



- (f) To buy, sell, export, import, manufacture, exchange or part exchange, let on hire, build, construct, install, erect, enlarge, improve, adapt, dismantle, remodel, repair and maintain any engine, machinery, plant and material of any description capable of being conveniently made, used or sold in any of the businesses or trades aforesaid.
- (g) To enter into partnership or any arrangement of any kind with any person, persons, firm or company having for its objects similar objects to those of this Company or any of them with a view to increasing the business of the Company.
- (h) To purchase, subscribe for or otherwise acquire shares, stock or other interests in any company or corporation.
- (i) To act as agents or brokers for any person, firm or company and to undertake and perform sub-contracts for any person, persons, firms or companies and also to appoint such agents, sub-contractors and brokers and to act in any of the businesses of the Company through them.
- (j) To apply for, register, purchase or by any means acquire and protect and prolong and renew any trade marks, patents, licences, concessions and designs which may be capable of being dealt with by the Company or likely to benefit the Company and to grant licences or privileges thereout.
- (k) To sell, let, license, develop, improve or otherwise deal with the undertaking of all or any part of the property or assets of the Company, upon such terms as the Company may approve with power to accept shares, debentures or securities of, or interests in, any other company.
- (l) To borrow and raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock charged upon all or any of the Company's property both present and future including its uncalled capital and to re-issue any debentures at any time paid off.
- (m) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable instruments.
- (n) To guarantee the payment of any debentures, debenture stock, mortgages, charges, bonds, obligations, interests, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person and to give indemnities and guarantees of all kinds whenever considered desirable and to guarantee either by personal obligation or by mortgaging or charging all or any part of the undertaking property and assets both present and future and uncalled capital of the Company or by both such methods, the performance of any contract or obligation of any person, firm or company whatsoever.

- (o) To invest and deal with the monies of the Company not immediately required in such shares or upon such securities and in such manner and on such conditions as may from time to time be determined.
- (p) To lend and advance money and give credit to any persons, firms or companies on such terms and conditions as the Company may decide.
- (q) To make advances to customers and others and allow them credit without security to enable them to purchase the goods, produce and products of the Company or use its services and for any other purpose calculated to enhance the Company's business.
- (r) To promote the Company's interests by advertising its products, works or services in any manner and to take part in competitions, displays and exhibitions and offer prizes, gifts and concessions to customers or prospective customers as might seem desirable.
- (s) To remunerate any person, firm or company rendering services to this Company in any manner whatsoever.
- (t) To grant pensions to employees and ex-employees and Directors and ex-Directors or other Officers of the Company, their widows, children and dependants and to subscribe to benevolent and other funds for the benefit of any such persons and to subscribe to and assist any charitable association and assist in the promotion thereof.
- (u) To pay all and any expenses incurred in connection with the promotion, formation and incorporation of this Company and to promote or aid in the promotion of any other companies.
- (v) To distribute any property of the Company in specie among the Members of the Company.
- (w) To procure the Company to be registered or recognised in any part of the world.
- (x) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is declared that the foregoing sub-clauses or any of them shall be construed independently of each other and none of the objects herein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clauses.

- 4. The liability of the Members is limited.
- 5. The Share Capital of the Company is £ 1000 divided into 1000 Ordinary Shares of £1 each, each with power to increase or to divide the shares in the capital for the time being into different classes having such rights, privileges and advantages as to voting or otherwise as the Articles of Association may from time to time prescribe.

**THE COMPANIES ACT 1985**

**MORTGAGE NEXT LIMITED**

**COMPANY NUMBER : 3175440**

**NOTICE OF RESOLUTIONS PASSED BY THE COMPANY  
AT AN EXTRAORDINARY GENERAL MEETING**

**HELD ON 15 DECEMBER 1999**

**THE FOLLOWING RESOLUTIONS WERE PASSED:**

1. That the authorised share capital of the company be increased by £49,100 from £1000 divided into 900 ordinary shares of £1 each and 100 "A" ordinary shares of £1 each to £50,100 divided into 50,000 ordinary shares of £1 each and 100 "A" ordinary shares of £1 each.
2. That the company capitalise £49,900 of the reserves of the company and to issue and allot 49,900 ordinary shares of £1 each to the existing "ordinary" shareholders in proportion to their existing shareholdings.

.....  
Director



MORTGAGE NEXT LIMITED

COMPANY NUMBER 03175440

NOTICE OF A SPECIAL RESOLUTION PASSED BY THE COMPANY  
AT AN EXTRAORDINARY GENERAL MEETING

HELD AT 10, SHERWOOD HOUSE, WALDESLADE, CHATHAM,  
KENT ME5 9UD

ON 1 OCTOBER 1997

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IT WAS RESOLVED that the company's authorised share capital of £1,000 be split into 900 £1 Ordinary Shares, 100 £1 "A" Ordinary Shares.

IT WAS RESOLVED that the £1 "A", Ordinary Shares have no voting rights and are only redeemable at par on the winding up of the company.



Chairman



**Company number: 3175440**

**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTIONS**  
**of**  
**MORTGAGE NEXT LIMITED**  
**(passed on 30 April 2009)**

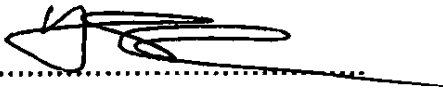
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following written resolutions were duly passed as ordinary or special resolutions of the Company (as indicated):

**ORDINARY RESOLUTION**

1. **THAT** each of the existing 'A' ordinary shares of £1 each in the capital of the Company, whether issued or unissued, be and is hereby re-classified as an ordinary share of £1 each in the capital of the Company, such ordinary shares having the rights and being subject to the obligations set out in the articles of association of the Company to be adopted pursuant to resolution 2 below.

**SPECIAL RESOLUTION**

2. **THAT** the articles of association of the Company attached hereto and Initialled, for identification purposes only, by the chairman be and are hereby adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.



.....  
Chairman

Date: 30 April 2009



COMPANY NO. 3175440

**THE COMPANIES ACTS 1985 AND 1989  
COMPANY LIMITED BY SHARES  
WRITTEN SPECIAL RESOLUTIONS OF  
MORTGAGE NEXT LIMITED**

(signed by all members of Mortgage Next Limited (the "Company") on  
23 March 2004)

We, the undersigned, being all the members of the above named Company entitled to attend and vote at an Extraordinary General Meeting of the Company hereby resolve that the resolutions set out below be and are passed as special resolutions of the Company pursuant to the provisions of Section 381A of the Companies Act 1985 and confirm that such resolutions shall be valid and effectual as if they had been passed at an Extraordinary General meeting of the Company duly convened and held:-

**SPECIAL RESOLUTIONS**

1. By inserting as a new clause 3(y) after the existing clause 3(x) the following:

"3(y) Except insofar as prohibited by Section 151 of the Companies Act 1985, to give, directly or indirectly, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company, financial assistance of any kind (including but not limited to financial assistance within the meaning of Section 152(1) of the Companies Act 1985) to any person or company in any manner on any terms and for any purposes whatsoever and in particular (without derogation from the generality of the foregoing) to give financial assistance for the purpose of the acquisition of securities in any Associated Company (as defined below) to be made by any person or company or for the purpose of reducing or discharging any liability incurred by any person or company for the purpose of such acquisition. the expression "Associated Company" shall mean any company which is for the time being: For the purposes of this sub-clause the term "Associated Company" shall mean (a) a parent undertaking (as defined by Section 21 of the Companies Act 1989) of the Company; or (b) a subsidiary undertaking (as defined by Section 21 of the Companies Act 1989) of the Company or of any parent undertaking of the Company; or (c) a company controlled either by the same persons as control the Company (or any parent undertaking of the Company) or by connected persons;"

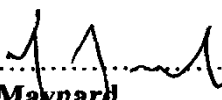
2. **THAT** the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of the following documents referred to below which the Company is proposing to enter into and grant in connection with the acquisition by Freedom Network Holdings Limited (the "**Purchaser**") of the entire issued share capital of the Company (the "**Acquisition**") (the Purchaser, the Company and the Company's subsidiary, Mortgage Next Network Limited (the "**Subsidiary**"), together the "**Group**"), be and are hereby approved and (notwithstanding any personal interest of any of the directors), the board of directors of the Company be and it is hereby specifically authorised, empowered and directed in the name of and on behalf of the

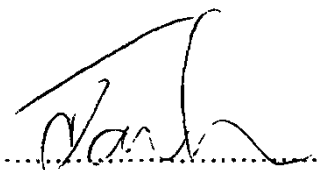
Company to complete and enter into such of the following documents to which the Company is or is to become a party:

- (a) a debenture to be executed by the Company in favour of the Lender;
- (b) a debenture to be executed by the Subsidiary in favour of the Lender;
- (c) a guarantee to be executed by the Company in favour of the Lender;
- (d) a guarantee to be executed by the Subsidiary in favour of the Lender;
- (e) an intra group funding agreement to be made between the Purchaser, the Company and the Subsidiary;
- (f) *such other documentation and to take such action as may be required in order to carry out the matters referred to above,*

together the "**Documents**".

- 3. **THAT** the statutory declarations in the Forms 155(6)a and 155(6)b (together, the "**Declarations**") (with each of the auditors' reports attached thereto) setting out details (inter alia) of the Documents to which the Company is a party and the details of financial assistance (as defined by sections 151 to 158 (inclusive) of the Act set out in each of the Declarations which the Company is proposing to give for the purpose of the Acquisition and that the Declarations, the Documents and the Acquisition be and are hereby approved and authorised by the members of the Company.
- 4. **THAT** notwithstanding that the entering into and granting of the Documents to which the Company is a party and the granting of the security and guarantees and performing the obligations thereunder would constitute financial assistance within the meaning of sections 151 to 158 (inclusive) of the Act, the Company is receiving full and fair consideration for the obligations it is undertaking in accordance with the terms of the Documents to which it is party and accordingly, such entry and grant and the giving of such financial assistance is in the best interests of the Company and is approved.
- 5. **FURTHER THAT** the entering into of the Documents to which the Subsidiary is a party will constitute financial assistance within the meaning of the Act by that company for the acquisition by the Purchaser of the entire issued share capital of the Company.
- 6. **THAT** the giving of such financial assistance as set out in resolutions 4. and 5 above, be and is hereby approved and that the Company entering into and/or granting the Documents to which it is a party be and is hereby approved. Further, that the entering into by the Subsidiary of the Documents to which it is a party be and is hereby approved.

  
.....  
**Martin Maynard**

  
.....  
**Justine Tomlinson**