



Company Number: 07694062

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
HERON FINANCIAL LIMITED

(Adopted by special resolution passed on 30 November 2021)

INTRODUCTION

**1. INTERPRETATION**

**1.1** In these Articles, unless the context otherwise requires:

Act:	the Companies Act 2006.
Acting in Concert:	has the meaning set out in the City Code on Takeovers and Mergers for the time being.
Adoption Date:	the date of adoption of these Articles.
appointor:	has the meaning given in Article 15.1.
Articles:	these articles of association, whether as originally adopted or as from time to time altered by special resolution.
Associate:	in relation to any member, that member's spouse, civil partner, cohabitee, minor child or stepchild, or any body corporate of which that member (or that member's spouse, civil partner, cohabitee, minor child or stepchild) has a Controlling Interest (interpreted as if the references to the 'Company' were instead to the relevant body corporate) or of which the member is a director.
Bad Leaver:	any person who ceases to be a director or employee of any member of the Group or the Investor's Group and who is not a Good Leaver.
Board:	the board of directors of the Company from time to time.

business day:	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which banks are generally open for business.
Call Notice:	has the meaning given in Article 24.11.
Called Shareholders:	has the meaning given in Article 27.3.
Class Members:	has the meaning given in Article 24.3.
clear days:	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
Controlling Interest:	an interest (within the meaning of section 820 of the Act) in shares in the Company conferring in aggregate more than 50% of the total voting rights normally exercisable at a general meeting of the Company.
Deemed Transfer Notice:	has the meaning given in Article 26.2.
directors:	the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company.
eligible director:	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).
ERA:	Employment Rights Act 1996.
Essential Dismissal Criteria:	<p>in respect of a claim for unfair dismissal under the ERA:</p> <ul style="list-style-type: none"> <li>(a) a fair reason for the dismissal (on the grounds of capability or conduct) satisfying the requirements of section 98(1) ERA before an employment tribunal; or</li> <li>(b) that a dismissal would otherwise be fair within the terms of section 98(4) ERA.</li> </ul>
Fair Value:	the value of the Company and each share determined in accordance with Articles 24.16 to 24.18.
Founders:	Matthew Richard Coulson and Warren Russell Harrocks.
Good Leaver:	<p>a person who ceases to be a director or employee of any member of the Group or the Investor's Group and:</p> <ul style="list-style-type: none"> <li>(a) such cessation occurs as a result of:</li> </ul>

- (i) death; or
- (ii) retirement at 65 years of age or older; or
- (iii) Serious Ill Health; or
- (iv) voluntary retirement or termination of any engagement with the Company at any time after five years from the Adoption Date, provided that if such person within two years of such retirement or termination becomes engaged or employed by any business, firm or organisation which operates a similar business to that of the Company or any other member of the Group or whose business is competitive with the business of the Company or any other member of the Group such person shall become a Bad Leaver and shall immediately repay any value paid for the Sale Shares in excess of the value payable for such shares as a Bad Leaver; or
- (v) a dismissal, not falling within one of the other reasons (i) to (iv) above which amounts to a Non-Permitted Dismissal, providing always that such a person has not breached the Relevant Restrictions and does not breach the Relevant Restrictions within two years of such dismissal (in which circumstance such person shall become a Bad Leaver and shall immediately repay any value paid for the Sale Shares in excess of the value payable for such shares as a Bad Leaver).

Group: the Company and its subsidiary undertakings from time to time and any parent undertaking from time to time of the Company or any such subsidiary undertaking and any subsidiary undertaking from time to time of any such parent undertaking and references to member of the Group shall be construed accordingly.

holder: in relation to shares, means the member whose name is entered in the register of members as the holder of those shares.

Independent Barrister:	an independent barrister of not less than 5 years' call (and having experience in relevant commercial matters) appointed jointly by the Company and the dismissed person (the cost of such instruction to be borne by the dismissed person) to provide an opinion on whether or not the Essential Dismissal Criteria are met.
Investor:	Mortgage Advice Bureau Limited (company number 03368205).
Investor's Group:	the Investor together with any subsidiary undertakings from time to time and any parent undertaking from time to time of the Investor or any such subsidiary undertaking and any subsidiary undertaking from time to time of any such parent undertaking and references to member of the <b>Investor's</b> Group shall be construed accordingly.
Issue Price:	in respect of a share in the capital of the Company, the aggregate amount paid up (or credited as paid up) in respect of the nominal value and any share premium.
Investor Consent:	the consent in writing of the Investor.
Model Articles:	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Adoption Date.
Non-permitted Dismissal:	<p>a dismissal of an employee in which the following circumstances apply, either:</p> <ul style="list-style-type: none"> <li>(i) an employment tribunal makes a finding that the employee has been unfairly dismissed and makes that decision on the basis that neither of the Essential Dismissal Criteria have been met; or</li> <li>(ii) at the employee and the Company's election, an Independent Barrister provides the parties with a joint legal opinion (on the balance of probabilities) that neither of the Essential Dismissal Criteria would be met,</li> </ul> <p>and in the event that the parties instruct an Independent Barrister under (ii) above, that determination shall be final.</p>
Option Agreement:	the put and call option agreement dated on or around the date of Adoption Date and entered into between (1) the Founders

	and (2) the Investor relating to the option to purchase the Option Shares.
Option Shares:	the Ordinary Shares transferrable pursuant to the Option Agreement, being 510 Ordinary Shares.
Ordinary Shares:	the ordinary shares of £0.10 each in the capital of the Company referred to in Article 19.1 and having the rights set out in Article 20.
Participating Member:	has the meaning given in Article 24.7(b).
Proposed Purchaser:	has the meaning given in Article 24.3(a).
Proposing Transferor:	has the meaning given in Article 24.2.
Relevant Agreement:	any shareholders' agreement in existence from time to time relating to the Company and/or any member of the Group.
Relevant Restrictions:	restrictive covenants set out in a Relevant Agreement, the Option Agreement and/or the SPA from time to time.
Sale:	the transfer of any interest (within the meaning of section 820 of the Act) in Ordinary Shares to any person (whether by one transaction or a series of transactions) resulting in that person alone or together with persons Acting in Concert with such person having the right to exercise a Controlling Interest.
Sale Number:	has the meaning given in Article 24.3(a).
Sale Shares:	has the meaning given in Article 24.3(a).
secretary:	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
Serious Ill Health:	an illness or disability certified by a general medical practitioner (nominated or approved by the Board) as rendering the departing employee or director permanently incapable of carrying out his role as an employee or director for the foreseeable future.
share:	a share in the capital of the Company and such definition shall include any interest in a share.
Shareholder Consent:	the prior written consent of 80% or more of the voting rights exercisable at any general meeting of the Company in respect of the Ordinary Shares (excluding any shareholders whose shares have been disenfranchised pursuant to article 26.8).

SPA: the share purchase agreement dated on or around the Adoption Date and entered into between (1) the Founders and (2) the Investor relating to the purchase of certain shares in the capital of the Company.

Transfer Notice: has the meaning given in Article 24.2.

Vendors: has the meaning given in Article 27.3.

- 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 of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - (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.
- 1.6 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 8, 9(1) and (3), 11, 13, 14, 17, 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.9 Article 7 of the Model Articles shall be amended by:
  - (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
  - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.10 Article 18 of the Model Articles shall be amended by:
  - (a) the insertion of the words "; and" at the end of article 18(f); and

- (b) the insertion of the words "notice is received by the Company for the removal from office of a director pursuant to Article 14.1." as an additional article numbered article 18(g).
- 1.11 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary (if any)" before the words "properly incur".
- 1.12 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.13 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.14 Article 29 of the Model Articles 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".
- 1.15 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

## **DIRECTORS**

### **2. UNANIMOUS DECISIONS**

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

### **3. CALLING A DIRECTORS' MEETING**

Any director may call a directors' meeting by giving not less than five business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

### **4. QUORUM FOR A DIRECTORS' MEETING**

- 4.1 The quorum for the transaction of business of the directors shall throughout the meeting be two directors (or their respective alternates) of save that the quorum shall be one director if there is only one director.

- 4.2 If a quorum is not present within half an hour from the time appointed for a meeting the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other place as the directors may determine; if at the adjourned meeting a quorum is not present within half an hour from the time appointed therefor the quorum at such adjourned meeting shall consist of the directors (or their respective alternates) present.
- 4.3 The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all directors indicate their willingness to accept shorter notice of a meeting of the directors, at least 7 clear days' prior notice of the time and place of each meeting of the directors shall be given.

## **5. INVESTOR DIRECTOR AND CASTING VOTE**

- 5.1 The Investor, for so long as it holds Ordinary Shares which do not constitute a majority of the voting rights in the Company, shall have the right to appoint, by written notice to the Company, and to maintain in office such number of directors of the Company as shall from time to time constitute an equal number of the directors (each an Investor Director) of the Company not appointed by the Investor (or any lesser number of directors), and to remove any Investor Director and to appoint a replacement.
- 5.2 The Investor, for so long as it holds Ordinary Shares which constitute a majority of the voting rights in the Company, shall have the right to appoint, by written notice to the Company, and to maintain in office such number of directors of the Company as shall from time to time constitute a majority of the Board (or any lesser number of directors), and to remove any Investor Director and to appoint a replacement.
- 5.3 Any appointment or removal of an Investor Director in accordance with Article 5.1 or 5.2 shall take immediate effect upon receipt (or deemed receipt) by the Company of such notice in writing, or the production of such notice at a meeting of the Board or if later, the date on which the appointment or removal is stated to take effect.
- 5.4 The directors may, with Investor Consent, appoint any person as chairman of the Board (Chairman) and may, with Investor Consent, remove and replace any such Chairman. The first Chairman shall be Warren Harrocks.
- 5.5 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairman or other director chairing the meeting shall not have a casting vote.

## **6. DIRECTORS' INTERESTS: CONFLICTS**

- 6.1 For the purposes of section 175 of the Act the directors may authorise any matter which would or might, if not so authorised, involve a breach of duty by a director under that section, including, without limitation, any relevant situation. Any such matter shall be proposed in writing for consideration at a meeting of the directors in accordance with any procedures for the time being established for the purpose by the directors or in such other manner as the directors may approve.

6.2 Any authorisation pursuant to this Article 6:

- (a) shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) will be subject to any restrictions or conditions expressly imposed by the directors at the time of authorisation or subsequently, or as varied from time to time, including (without limitation) as to whether the director in question or any other interested director may vote or be counted in the quorum at a meeting or otherwise participate in the decision-making process in relation to any resolution relating to the relevant situation; and
- (c) may be terminated by the directors at any time.

6.3 For the purposes of these Articles, a reference to:

- (a) a relevant situation means any matter which relates to a situation in which a director has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest);
- (b) a conflict of interest includes a conflict of interest and duty and a conflict of duties; and
- (c) general duties means the general duties a director owes to the Company pursuant to sections 171 to 177 of the Act.

6.4 No authority under this Article is required in respect of a conflict of interest arising in relation to a transaction or arrangement with the Company, but this is without prejudice to a director's obligation to declare any interest pursuant to Article 7.

**7. DIRECTORS' INTERESTS: TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY**

7.1 Subject to the provisions of the Act and compliance with the provisions of this Article 7, a director notwithstanding his office:

- (a) may enter into or otherwise be interested in any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may hold any other office or employment with the Company (except that of auditor of the Company or of a subsidiary of the Company) in conjunction with the office of director and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the directors may arrange, either in addition to or instead of any remuneration provided for by any other Article; and
- (c) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested.

- 7.2 Where a director is in any way (directly or indirectly) interested in a proposed transaction or arrangement with the Company, he:
- (a) shall declare the nature and extent of his interest to the directors before the Company enters into the transaction or arrangement; and
  - (b) may in accordance with section 177 of the Act make the declaration at a meeting of the directors or give it to the directors by notice in writing, by general notice or by any other means.
- 7.3 Except to the extent that an interest has been declared in accordance with Article 7.2, where a director is in any way (directly or indirectly) interested in a transaction or arrangement that has been entered into by the Company, he:
- (a) shall as soon as is reasonably practicable declare the nature and extent of his interest to the directors; and
  - (b) must make the declaration at a meeting of the directors or give it to the directors by notice in writing or by general notice in accordance with section 182 of the Act.
- 7.4 In the case of Articles 7.2 and 7.3:
- (a) director need not declare an interest:
    - (i) if it cannot be reasonably regarded as likely to give rise to a conflict of interest;
    - (ii) if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware); or
    - (iii) if, or to the extent that, it concerns the terms of his service contract that have been or are to be considered by a meeting of the director or by a committee of the directors appointed for the purpose under these Articles; and
  - (b) if a declaration made pursuant to either Article proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.

## **8. DIRECTORS' INTERESTS: LIABILITY TO ACCOUNT**

- 8.1 A director shall not by reason of his office be liable to account to the Company for any remuneration, profit or other benefit derived as a result of:
- (a) any relevant situation authorised pursuant to Article 5 (subject to any restrictions or conditions to which such authorisation was subject); or
  - (b) any interest permitted under Article 7,

and no transaction or arrangement shall be liable to be void on the grounds of a director having an interest or benefit authorised or permitted pursuant to these Articles.

## **9. DIRECTORS' INTERESTS: PROCEEDINGS OF DIRECTORS**

- 9.1 A director may vote, and shall be counted in the quorum present, at a meeting of the directors or of a committee of directors on or otherwise participate in the decision-making process in relation to any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which conflicts, or possibly may conflict, with the interests of the Company.
- 9.2 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of the directors or a committee of directors or otherwise participating in the decision-making processes of the directors.
- 9.3 Where a director finds himself in a situation in which he has an interest which conflicts, or possibly may conflict, with the interests of the Company, the general duties will not be infringed by anything done (or omitted to be done) in accordance with the following provisions. The director may, for as long as he reasonably believes the situation subsists:
- (a) absent himself from meetings of the directors or from the discussion of any matter at a meeting;
  - (b) make such arrangements as he sees fit for relevant board papers not to be sent to him; and/or
  - (c) behave in any other way authorised by any guidance which may from time to time be issued by the directors.

## **10. DIRECTORS' INTERESTS: CONFIDENTIAL INFORMATION**

- 10.1 Where a director obtains (otherwise than as director or employee of the Company) information in respect of which he owes a duty of confidentiality to another person he shall not be obliged to disclose such information or use it for the benefit of the Company (in circumstances in which he would otherwise be so obliged) if it relates to:
- (a) a relevant situation authorised pursuant to Article 5 (unless any restrictions or conditions to which such authorisation is subject provide otherwise); or
  - (b) an interest permitted under Article 7,

and any failure on the part of that director to disclose or use any such information in performing his duties as a director of the Company will not constitute a breach by him of the general duties. This Article is without prejudice to any equitable principle or rule of law which may excuse or regulatory requirement which may prevent a director from disclosing information.

## **11. DIRECTORS' INTERESTS: THIRD PARTY BENEFITS**

- 11.1 The acceptance of a benefit by a director from a third party (within the meaning of section 176 of the Act) will not constitute a breach of that section if:
- (a) the acceptance of the benefit is in accordance with guidelines from time to time approved by the Company for these purposes; or

- (b) the acceptance of the benefit cannot reasonably be regarded as likely to give rise to a conflict of interest.

## **12. 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.

## **13. NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum and the minimum shall be one natural person.

## **14. APPOINTMENT OF DIRECTOR**

- 14.1 A member or members holding a majority of the voting rights in the Company (within the meaning of Schedule 6 of the Act) shall have power at any time, and from time to time, to appoint any person to be a director, either as an additional director (provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 13 as the maximum number of directors for the time being in force) or to fill a vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be made by notice in writing to the Company signed by the member or members making the same or, in the case of a member being a corporate body, signed by one of its directors or duly authorised officers or by its duly authorised attorney and shall take effect upon lodgement of such notice at the office.
- 14.2 The Company may by ordinary resolution appoint any person who is willing to act as a director, and is permitted by law to do so, either to fill a vacancy or as an additional director.
- 14.3 The directors may appoint a person who is willing to act as a director, and is permitted by law to do so, either to fill a vacancy or as an additional director (provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 13 as the maximum number of directors for the time being in force).
- 14.4 If, immediately following and as a result of the death of a member, the Company has no members and if at that time it has no directors, the personal representatives of the last deceased member may appoint any person to be a director and the director who is appointed will have the same rights and be subject to the same duties and obligations as if appointed by ordinary resolution in accordance with Article 14.2. If two members die in circumstances rendering it uncertain which of them survived the other, such deaths shall, for the purposes of this Article, be deemed to have occurred in order of seniority and accordingly the younger shall be deemed to have survived the elder.
- 14.5 Notwithstanding any other provision of these Articles, no person may become or may remain appointed as a director unless he (or his Associate) owns 5% or more of the issued Ordinary Shares, or the shareholders agree otherwise with Shareholder Consent.

## **15. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

15.1 Any director (an 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.

15.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

15.3 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.

## **16. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

16.1 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.

16.2 Except as these 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.

16.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of Articles 16.3(a) and 16.3(b).

- 16.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision).
- 16.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

## **17. TERMINATION OF ALTERNATE DIRECTORSHIP**

- 17.1 An alternate director's appointment as an alternate terminates:
- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing 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 the alternate's appointor, would result in the termination of the appointor's appointment as a director;
  - (c) on the death of the alternate's appointor; or
  - (d) when the alternate's appointor's appointment as a director terminates.

## **18. SECRETARY**

The directors may 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.

## **SHARE CAPITAL**

## **19. SHARE CAPITAL**

- 19.1 The authorised share capital of the Company at the time of adoption of these Articles is £100.00 divided into 1,000 Ordinary Shares.
- 19.2 No shares comprised in the share capital of the Company from time to time shall be issued without Investor Consent nor shall any share be issued at a discount or otherwise be issued in breach of the provisions of these Articles or the Act.
- 19.3 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.

## **20. ORDINARY SHARES**

- 20.1 The Ordinary Shares shall be treated *pari passu* and as if they constituted one class of share. The rights attached to the Ordinary Shares are as follows:

### Dividends

- 20.2 The holders of the Ordinary Shares shall not be entitled to receive any income by way of a dividend or distribution except at the discretion of the Board and with Investor Consent.
- 20.3 In the event that a member is deemed to have served a Deemed Transfer Notice pursuant to Article 26 and is a Bad Leaver, the Ordinary Shares held by such member shall cease to entitle the holder thereof to any dividends until the provisions of Article 24 have been complied with.

### Capital

- 20.4 On a return of capital on liquidation or capital reduction or otherwise, the surplus assets of the Company remaining after the payment of its liabilities shall be applied in the manner prescribed by Article 21.

### Voting

- 20.5 The holders of the Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and the holders of Ordinary Shares who (being individuals) are present in person or by proxy or (being corporations) are present by duly authorised representative or by proxy shall, on a show of hands, have one vote each, and, on a poll, shall have one vote for each Ordinary Share of which he is the holder.

## **21. CAPITAL**

- 21.1 On a return of capital on liquidation or capital reduction or otherwise, the surplus assets of the Company remaining after the payment of its liabilities shall be applied in the following order of priority:
- (a) in paying to each member holding Ordinary Shares:
    - (i) any dividends thereon which have been declared but are unpaid;
    - (ii) an amount equal to the Issue Price of each Ordinary Share held by him;
  - (b) thereafter, in distributing the balance of such assets among the holders of the Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively.

## **22. VARIATION OF RIGHTS**

Whenever the share capital of the Company is divided into different classes of share, the special rights attaching to any such class can only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the prior approval of all the holders of that class of share.

## **23. SALE OF THE SHARE CAPITAL OF THE COMPANY**

In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale the selling holders (immediately prior to such Sale) shall procure that the consideration (whenever received) shall be paid into a designated trustee account and shall be

distributed amongst the holders of the Ordinary Shares the subject of the Sale (including, for the avoidance of doubt, the holder of any Ordinary Shares who is a Good Leaver and whose shares have not been transferred pursuant to Article 26) in proportion to the number of Ordinary Shares held by them respectively.

## TRANSFER OF SHARES

### **24. ORDINARY SHARES**

- 24.1 Subject to Article 25, this Article 24 shall apply to the holders of Ordinary Shares and to the transfer of Ordinary Shares.
- 24.2 Subject to Article 27 and Article 25, any person (the Proposing Transferor) proposing to transfer any shares shall give notice in writing (the Transfer Notice) to the Company and to the other members holding Ordinary Shares that he desires to transfer the same and specifying the identity of the purchaser and the price per share at which he is willing to sell them. A Transfer Notice shall not be revocable except with the sanction of the directors acting with Investor Consent.
- 24.3 The shares comprised in a Transfer Notice shall be offered to the Company and the other members holding the shares of the same class of shares as those comprised in the Transfer Notice (the Class Members), as nearly as may be in proportion to the number of shares of that class held by them respectively. The Transfer Notice shall:
- (a) state the identity of the Proposing Transferor, the number (the Sale Number) and class of shares comprised in the Transfer Notice (the Sale Shares), the identity of the purchaser (the Proposed Purchaser) and the price per share and inform the Company and the other Class Members that shares are offered to them in accordance with the provisions of this Article 24.3;
  - (b) contain a statement to the effect that the Sale Shares are offered in the first instance to the Company and thereafter in the proportion referred to in the opening sentence of this Article 24.3 but go on to invite each Class Member to state in his reply whether he wishes to purchase more or less shares than his proportionate entitlement and if so what number;
  - (c) contain a statement to the effect that members may participate in the sale of the Sale Shares to the Proposed Purchaser pro rata to the number of shares held by them;
  - (d) state the period in which the offer may be accepted by the Company (not being less than twenty-two days or more than forty-two days after the date of the offer notice); and
  - (e) state the period in which the offer or the right to participate in the sale may be accepted by the Class Members (being not less than twenty two days or more than forty-two days after the expiry of the period referred to in Article 24.3(d)).

For the purpose of this Article 24.3 an offer shall be deemed to be accepted on the day on which the acceptance is received by the Proposing Transferor and may, if so specified in the acceptance, be accepted by either the Company or a Class Member in respect of a lesser

number of shares than, in respect of the Company, all the Sale Shares or, in respect of a Class Member, his full proportionate entitlement. If the Company does not accept the offer in respect of all the Sale Shares and/or all the Class Members do not accept the offer in respect of their respective proportions in full the Sale Shares not so accepted shall be used to satisfy any claims for additional shares (notified in response to the invitation referred to in Article 24.3(b)) as nearly as may be in proportion to the number of shares already held by the Class Members claiming additional shares, provided that no Class Member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable of being offered to the Class Members in proportion to their existing holdings except by way of fractions the same shall be offered to the Class Members, or some of them, in such proportions as the directors may think fit.

- 24.4 If, following the offer in accordance with Article 24.3, Sale Shares remain, the Company shall not later than seven clear days after expiry of the period specified in Article 24.3(e) offer the remaining Sale Shares to those Class Members who have accepted all of their proportionate entitlement or more. Such offer shall be made by notice in writing in (so far as appropriate) the same terms as the Transfer Notice described in Article 24.3 save that the offer must be accepted within a period of ten clear days from the date of service of the notice.
- 24.5 If the Company shall purchase or purchasing Class Member(s) shall be found for all the Sale Shares within the appropriate period specified in Article 24.3, the Proposing Transferor shall be bound upon payment of the price due in respect of all the Sale Shares to transfer the Sale Shares to the Company and/or the purchasing Class Member(s) (as relevant).
- 24.6 If in any case the Proposing Transferor after having become bound in accordance with the provisions of this Article 24 to transfer shares makes default in transferring any such shares the Company may receive the purchase money on his behalf and may authorise some person to execute a transfer of such shares on behalf of and as attorney for the Proposing Transferor in favour of the Company and/or the purchasing Class Member(s) (as relevant). The receipt of the Company for the purchase money shall be a good discharge to the Company and/or purchasing class member(s). The Company shall pay the purchase money into a separate bank account and shall hold the same on trust for the Proposing Transferor but shall not be obliged to account for interest received on such monies so held to the Proposing Transferor.
- 24.7 If and to the extent that:
- (a) the Company and/or the Class Members do not buy all or any of the Sale Shares in accordance with Article 24.3; and
  - (b) any member (the Participating Member) has requested to participate in the sale to the Proposed Purchaser in accordance with 24.3(c),

the Proposing Transferor shall procure that the Proposed Purchaser shall during the period of thirty clear days next following the expiry of the time so specified in Article 24.3, offer to purchase from the Proposing Transferor and each Participating Member such number of Ordinary Shares as is equal to the Sale Number (less any shares sold pursuant to Article 24.3), in proportion to the number of Ordinary Shares held by each such member at the date of the Transfer Notice, provided that the price per share obtained upon such share transfer(s) shall in no circumstances be less than the price per share specified in the Transfer Notice served in accordance with

Article 24.2 and the Proposing Transferor and each Participating Member shall upon request furnish such information to the directors as they shall require in relation to the price per share obtained as aforesaid.

24.8 To the extent that:

- (a) the Company and/or the Class Member members do not buy all or any of the Sale Shares in accordance with Article 24.3; and
- (b) no member has requested to participate in the sale to the Proposed Purchaser in accordance with Article 24.3(c),

the Proposing Transferor shall, during the period of thirty clear days next following the expiry of the time so specified in Article 24.3, be at liberty to transfer all or any of the shares comprised in the Transfer Notice and which have not been sold pursuant to Article 24.3 to the Proposed Purchaser provided that the price per share obtained upon such share transfer shall in no circumstances be less than the price per share specified in the Transfer Notice served in accordance with Article 24.2 and the Proposing Transferor shall upon request furnish such information to the directors as they shall require in relation to the price per share obtained as aforesaid.

24.9 The directors may require to be satisfied that such shares being transferred in accordance with Articles 24.7 and 24.8 are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied, may refuse to register the instrument of transfer.

24.10 Any transfer or purported transfer of a share (other than upon transmission of a share upon the death of a member or upon a person becoming entitled to a share in consequence of the bankruptcy of a member) made otherwise than in accordance with the foregoing provisions of Articles 24.2 to 24.6 (inclusive) shall be null and void and of no effect.

24.11 If and when required by notice in writing by the Investor so to do (the Call Notice):

- (a) a member who transfers or purports to transfer any share in the Company in breach of the foregoing provisions of these Articles shall be bound to give a Transfer Notice in respect of the shares which he has transferred or purported to transfer in breach of these Articles; or
- (b) a member who causes or permits any of the events specified in Article 24.12 to occur shall be bound to give a Transfer Notice in respect of all the shares registered in the name of such member.

In the event of such member failing to serve a Transfer Notice pursuant to Article 24.11(a) or 24.11(b) within thirty clear days of the date of the Call Notice such member shall be deemed to have given a Transfer Notice at the expiration of such period of thirty clear days and to have specified therein as the price per share the Fair Value of each share. The provisions of Articles 24.3 to 24.6 (inclusive) and Article 24.13 shall mutatis mutandis apply.

24.12 The events specified for the purposes of Article 24.11(b) are:

- (a) any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself;
- (b) any sale, dealing with or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise but excluding any transmission of a share to any person becoming entitled to such share in consequence of the death or bankruptcy of a member) by whomsoever made and whether or not effected by an instrument in writing save where the disposition is by service of a Transfer Notice in accordance with these Articles; or
- (c) the holding of a share as a bare nominee for any person.

24.13 The directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer which would otherwise be permitted under the foregoing provisions of this Article 24 if it is a transfer of a share on which the Company has a lien or of a share (not being a fully paid share) to a person who is not already a member and of whom they shall not approve. The directors may also refuse to register a transfer unless:

- (a) it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares 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;
- (b) it is in respect of only one class of shares; and
- (c) it is in favour of not more than four transferees.

The directors shall register a transfer of shares made pursuant to Articles 24.2 to 24.6 (inclusive) subject to the provisions of this Article 24.13.

24.14 The provisions of Articles 24.2 to 24.6 (inclusive) may be waived in any particular case with Investor Consent.

24.15 For the purpose of ensuring that a transfer of shares is permitted pursuant to the provisions of these Articles, or that no circumstances have arisen whereby a Transfer Notice may be required to be given, the directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after request, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned. In any case where the directors have duly required by notice in writing a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of thirty days from such notice such Transfer Notice shall be deemed to have been given at the end of the period of thirty days and such Transfer Notice shall be deemed to specify as the price per share the Fair Value of each share and the provisions of Articles 24.3 to 24.6 (inclusive) and Article 24.16 shall mutatis mutandis apply.

24.16 The Fair Value of the Company shall be calculated as follows:

Fair Value = (Profit x the Relevant Multiplier)

where:

Profit means the profit before tax as shown in the statutory accounts of the Company in the financial year ended immediately prior to the date of the relevant Deemed Transfer Notice.

the Relevant Multiplier means:

- (a) in the case of a transfer pursuant to article 26.7 (Good Leaver in circumstances of death or Serious Ill Health): 7; or
- (b) in any other case: 2.5.

24.17 If there is any dispute as to the calculation of the Fair Value the Company shall request that the auditors for the time being of the Company (or, if the auditors decline to act, independent accountants appointed by the directors for such purpose) certify in writing the figures which should be used for the formula set out in Article 24.16.

24.18 In determining the Fair Value of each share comprised in any Transfer Notice the Fair Value determined in accordance with Article 24.16 shall be multiplied by the fraction the numerator of which shall be the nominal value of each share comprised in the Transfer Notice and the denominator of which shall be the nominal value of all the shares of the Company in issue at such date.

## **25. OPTION SHARES**

25.1 The Option Shares may only be transferred under the provisions of either:

- (a) the Option Agreement;
- (b) Article 26; or
- (c) Article 27.

25.2 Any transfer or purported transfer of the Option Shares other than in accordance with Article 25.1 will be null and void and the directors must refuse to register any such transfer.

25.3 The Shareholders hereby consent to the transfer of the Option Shares in accordance with the Option Agreement and hereby waive any applicable pre-emption rights (or other restrictions on transfer) in respect of the same.

25.4 Subject to article 26.4, in the event that the provisions of Article 26 apply to any of the Option Shares, Article 26 will always take precedence over the Option Agreement (including but not limited to a situation where an Exercise Notice has been given in relation to a Put Option or a Call Option (as such terms are defined in the Option Agreement) prior to the date of the Deemed Transfer Notice).

## 26. COMPULSORY TRANSFER

- 26.1 The provisions of this Article 26 shall not apply to any member of the Company from time to time who is a body corporate but without prejudice to any articles of association of any such corporate member from time to time which may contain provisions which are the same or substantially the same as those set out in this Article 26 in relation to any member of such body corporate.
- 26.2 Upon a member or an Associate of a member (the Compulsory Seller) ceasing for any reason (including death or bankruptcy) to be engaged or employed by the Company or any other member of the Group, such member (or member in respect of whom an Associate ceases to be so engaged or employed) shall be deemed to have served a Transfer Notice pursuant to Article 24.2 (a Deemed Transfer Notice) immediately before ceasing to be so engaged or employed, relating to the Ordinary Shares held by him.
- 26.3 The price for the shares the subject of a Deemed Transfer Notice shall be:
- (a) if the Compulsory Seller is a Bad Leaver, 50% of sum payable had the Compulsory Seller instead been a Good Leaver at the relevant time (such price, in each case, being the Bad Leaver Price); and
  - (b) if the Compulsory Seller is a Good Leaver, the Fair Value of each share less a sum equal to any compensation awarded by an employment tribunal or court in excess of his entitlement to notice pay under any contract of employment.
- 26.4 Subject to the provisions of this Article 26, on the deemed service of a Deemed Transfer Notice, for so long as the Investor holds any Ordinary Shares in the Company, such notice shall provide that the Sale Shares are offered the Investor in priority to the offer of such shares to the Company under article 24.3. Such shares shall not be offered to the Class Members. The provisions of Articles 24.2 to 24.6 (inclusive) shall otherwise apply mutatis mutandis. If the Investor or the Company accept such offer, the Shareholders hereby irrevocably consent to the transfer of such Sale Shares to the Investor or Company and hereby waive any applicable pre-emption rights (or other restrictions on transfer) in respect of the same. If the Investor or the Company do not accept such offer, the provisions of the Option Agreement shall remain applicable to the relevant Sale Shares.
- 26.5 If the Compulsory Seller is a Bad Leaver:
- (a) all the shares the subject of the Deemed Transfer Notice shall be offered for sale on the date of the Deemed Transfer Notice;
  - (b) the price payable for each share shall be calculated by reference to the date of deemed service of the Deemed Transfer Notice;
  - (c) if the Compulsory Seller owns 20% or less of the voting rights exercisable at general meeting of the Company, the price payable for the shares shall be payable by the relevant purchaser in four equal instalments:
    - (i) the first instalment payable 60 days after the date of transfer;
    - (ii) the second instalment payable on the first anniversary of the date of transfer;

- (iii) the third payable on the third anniversary of the date of transfer; and
  - (iv) the fourth instalment payable on the fourth anniversary of the date of transfer.
- (d) if the Compulsory Seller owns more than 20% of the voting rights exercisable at general meeting of the Company the price payable for the shares by the relevant purchaser shall be payable in instalments:
- (i) the first instalment payable sixty clear days after the date of transfer; and
  - (ii) any subsequent instalment on each anniversary of the date of transfer, until payment has been received in respect of all relevant shares (each such date of payment being a Payment Date).

On each Payment Date the amount payable (apportioned among all relevant purchasers pro rata to the number of shares acquired) shall be the Bad Leaver Price in respect of an amount equal to the lower of:

- (i) 5% of the issued Ordinary Shares on the date of the Deemed Transfer Notice; and
- (ii) the balance of the shares the subject of the Deemed Transfer Notice in respect of which no payment has been received.

26.6 If the Compulsory Seller is a Good Leaver (for any reason other than death or Serious Ill Health of the Good Leaver):

- (a) all the shares the subject of the Deemed Transfer Notice shall be offered for sale on the date of the Deemed Transfer Notice;
- (b) the price payable for each share shall be calculated by reference to the date of deemed service of the Deemed Transfer Notice; and
- (c) the price payable for the shares shall be payable by the relevant purchaser within sixty clear days of the date of transfer.

26.7 If the Compulsory Seller is a Good Leaver for reason of death or Serious Ill Health of the Good Leaver:

- (a) all the shares the subject of the Deemed Transfer Notice shall be offered for sale on the date of the Deemed Transfer Notice;
- (b) the price payable for each share shall be calculated by reference to the date of deemed service of the Deemed Transfer Notice; and
- (c) the price payable for the shares shall be payable by the relevant purchaser in three equal instalments:
  - (i) the first instalment payable 60 days after the date of transfer;
  - (ii) the second instalment payable on the first anniversary of the date of transfer;
  - (iii) the third payable on the second anniversary of the date of transfer, provided always that the price may at the sole discretion of the purchaser be paid earlier.

- 26.8 In the event that a member is deemed to have served a Deemed Transfer Notice and is a Bad Leaver, the shares held by such member shall cease to entitle the holder thereof to vote at any general meeting of the Company until the provisions of Article 24 have been complied with.

## **27. COME ALONG AND DRAG ALONG**

Come along

- 27.1 If the effect of any transfer of shares by a Proposing Transferor would, if completed, result in the transferee together with persons Acting in Concert or connected with that transferee obtaining a Controlling Interest, the Proposing Transferor having first offered the shares held by the Proposing Transferor pursuant to the provisions of Articles 24.2 to 24.9 shall in respect of any shares not sold pursuant to Articles 24.2 to 24.9 procure the making, by the proposed transferee of the Proposing Transferor's shares, of a Come Along Offer (as defined in Article 27.2) to all of the other holders of shares of the Company. Every holder or recipient of such offer, on receipt of a Come Along Offer, shall be bound within ten clear days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Come Along Offer has been made and completed the directors shall not sanction the making and registration of the relevant transfer or transfers.

- 27.2 A Come Along Offer means an unconditional offer, open for acceptance for not less than ten clear days, to purchase all shares held by the recipients of a Come Along Offer at a price per Ordinary Share equal to the highest price per Ordinary Share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any transferee referred to in Article 27.1 (or any person with whom such transferee is connected or with whom such transferee is Acting in Concert) for Ordinary Shares (inclusive of the shares giving rise to the obligation to make the Come Along Offer) within the period of one year prior to and on the proposed date of completion of such transfer of shares.

Drag along

- 27.3 If the holders of 80% of the total voting rights exercisable at a general meeting of the Company (the Vendors) wish to transfer their shares in the Company pursuant to an offer (the Offer) to any person (the Purchaser), then the Vendors shall also have the option to require all of the other holders of shares, and any persons who become holders of shares upon exercise of any options, warrants or other rights to subscribe for shares which exist at the date of the Offer, to transfer all their shares in the Company to the Purchaser, or as the Purchaser directs, by giving notice (the Drag Along Notice) to that effect to all such other holders (the Called Shareholders) specifying that the Called Shareholders are, or will, in accordance with this Article 27.3 be required to transfer their shares pursuant to Article 27.5 on the same proposed date of transfer free from all liens, charges and encumbrances and the price at which such shares are proposed to be transferred (such price, in respect of each Ordinary Share, being the price per share offered by the Purchaser to the Vendors and, in respect of each other class of share being the price calculated in accordance with Article 23).

- 27.4 If the Called Shareholders (or any of them) shall make default in transferring their shares pursuant to Articles 27.3, the provisions of Article 24.6 shall apply to the transfer of such shares mutatis mutandis but the transfer price shall be the price offered for such shares as set out in Article 27.3.
- 27.5 Completion of the sale of the shares the subject of a Drag Along Notice shall take place on the same date as the date proposed for completion of the sale of the Vendors' shares.

#### DECISION MAKING BY SHAREHOLDERS

##### **28. POLL VOTES**

- 28.1 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.
- 28.2 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.

##### **29. PROXIES**

- 29.1 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 the general meeting (or adjourned meeting) to which they relate".
- 29.2 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, 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

##### **30. MEANS OF COMMUNICATION TO BE USED**

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

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

- 30.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## **31. INDEMNITY**

- 31.1 Subject to Article 31.2, 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 in the actual or purported execution and/or discharge of his duties, or in relation to them; 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'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 31.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 31.2 This Article 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.

- 31.3 In this Article a "relevant officer" means any director or other officer or former director or other officer of the Company.

## **32. INSURANCE**

- 32.1 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.

32.2 In this Article:

- (a) a relevant officer means any director or other officer or former director or other officer of the Company;
- (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.