

COMPANY NO. 12490208

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF EVERINVEST GP LIMITED



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TABLE OF CONTENTS

PART 1 INTERPRETATION AND LIMITATION OF LIABILITY	1
1. Defined terms and interpretation	1
2. Liability of members.....	2
PART 2 DIRECTORS.....	3
3. Directors' general authority	3
4. Power to change the company's name.....	3
5. Members' reserve power.....	3
6. Directors may delegate	3
7. Committees	3
DECISION-MAKING BY DIRECTORS	4
8. Directors to take decisions collectively	4
9. Unanimous decisions	4
10. Number of Directors	4
11. Calling a directors' meeting.....	4
12. Participation in directors' meetings	5
13. Quorum for directors' meetings.....	5
14. Chairing of directors' meetings	5
15. Directors' interests in transactions and voting.....	5
16. Directors' situational conflicts of interest.....	6
17. Records of decisions to be kept	7
18. Directors' discretion to make further rules	7
APPOINTMENT OF DIRECTORS	7
19. Methods of appointing and removing directors	7
20. Termination of director's appointment	7
21. Directors' remuneration	8
22. Appointment and removal of alternate directors.....	8
23. Rights and responsibilities of alternate directors	8
24. Termination of alternate directorship.....	9
PART 3 SHARES AND DISTRIBUTIONS.....	9
25. Purchase of own shares	9
26. Share Capital	9
27. Powers to issue shares.....	9
28. Company not bound by less than absolute interests	10
29. Share certificates.....	10
30. Replacement share certificates.....	10
31. Share transfers.....	10
32. Transmission of shares.....	11
33. Exercise of transmitters' rights.....	11
DIVIDENDS AND OTHER DISTRIBUTIONS	12

34.	Procedure for declaring dividends	12
35.	Payment of dividends and other distributions.....	13
36.	Deductions from dividends	13
37.	No interest on distributions.....	13
38.	Unclaimed distributions	14
39.	Non-cash distributions	14
40.	Waiver of distributions	14
	CAPITALISATION OF PROFITS	15
41.	Authority to capitalise and appropriation of capitalised sums	15
	PART 4 DECISION-MAKING BY MEMBERS	16
	ORGANISATION OF GENERAL MEETINGS	16
42.	Attendance and speaking at general meetings	16
43.	Quorum for general meetings	16
44.	Chairing general meetings	16
45.	Attendance and speaking by directors and non-members.....	16
46.	Adjournment.....	17
	VOTING AT GENERAL MEETINGS.....	17
47.	Voting: general	17
48.	Errors and disputes.....	17
49.	Poll votes.....	18
50.	Content of proxy notices	18
51.	Delivery of proxy notices.....	19
52.	Amendments to resolutions.....	19
53.	Means of communication to be used.....	20
54.	Information sent by the company	21
55.	Company seals	21
56.	No right to inspect accounts and other records	21
57.	Provision for employees on cessation of business	22
58.	Secretary	22
	DIRECTORS' INDEMNITY AND INSURANCE	22
59.	Indemnity	22
60.	Insurance	22

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

OF

EVERINVEST GP LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS AND INTERPRETATION

1.1 In the articles, unless the context requires otherwise:

“**address**” has the meaning given in section 1148 of the Companies Act 2006;

“**A Director**” means any director from time to time duly nominated by the A Shareholder in respect of the A Shares;

“**articles**” means the company’s articles of association;

“**A Shareholder**” means the holder(s) of the designated ‘A’ Shares;

“**A Shares**” means all issued and outstanding Shares of £1 designated as ‘A’ Shares each in the share capital of the company;

“**bankruptcy**” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“**B Director**” means any director from time to time duly nominated by the B Shareholder in respect of the B Shares;

“**B Shareholder**” means the holder(s) of the designated ‘B’ Shares;

“**B Shares**” means all issued and outstanding Shares of £1 designated as ‘B’ Shares each in the share capital of the company;

“**business day**” means a day other than Saturday, Sunday or a day on which banks are authorised to close in London for general banking business;

“**chairman**” has the meaning given in article 44.3;

“**clear days**” in relation to a notice, excludes the day the notice is deemed under the articles to be given and the day on which the specified period expires;

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“**director**” means a director of the company, and includes any person occupying the position of director, by whatever name called;

“**distribution recipient**” has the meaning given in article 35.2;

“**document**” includes, unless otherwise specified, any document sent or supplied in electronic form;

“**electronic form**” has the meaning given in section 1168 of the Companies Act 2006;

“electronic means” has the meaning given in section 1168 of the Companies Act 2006;

“eligible directors” has the meaning given in article 9.3;

“fully paid” in relation to a share means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

“hard copy form” has the meaning given in section 1168 of the Companies Act 2006;

“holder” in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

“instrument” means a document in hard copy form;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“paid” means paid or credited as paid;

“participate” in relation to a directors’ meeting, has the meaning given in article 12;

“proxy notice” has the meaning given in article 50.1;

“relevant officer” means any person who is or was at any time a director, secretary or other officer (except an auditor) of the company or of any undertaking in the same group as the company;

“shares” means shares in the company;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded.
- 1.3 Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the Companies Act 2006 as in force on the date when the articles become binding on the company.
- 1.4 Except where the contrary is stated or the context otherwise requires, any reference in the articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
- 1.5 Words importing the singular number only include the plural and vice versa. Words importing the masculine, feminine or neuter gender include all other genders. Words importing persons include corporations.

2. LIABILITY OF MEMBERS

- 2.1 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. DIRECTORS' GENERAL AUTHORITY

- 3.1 Subject to the articles and any agreement made between the A Shareholder and the B Shareholder from time to time, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

4. POWER TO CHANGE THE COMPANY'S NAME

- 4.1 The directors may from time to time change the name of the company.

5. MEMBERS' RESERVE POWER

- 5.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

6. DIRECTORS MAY DELEGATE

- 6.1 The directors shall not be entitled to delegate any of their powers to a person or committee unless otherwise agreed in writing between the A Shareholder and the B Shareholder.
- 6.2 Subject to article 6.1, the directors may delegate any of the powers which are conferred on them under the articles:
- 6.2.1 to such person or committee;
 - 6.2.2 by such means (including by power of attorney);
 - 6.2.3 to such an extent;
 - 6.2.4 in relation to such matters or territories; and
 - 6.2.5 on such terms and conditions

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors.

- 6.3 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 6.4 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7. COMMITTEES

- 7.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- 7.2 A committee of the directors must include at least one A Director and, if appointed, one B Director.

- 7.3 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 8.1 Subject to any agreement made between the A Shareholder and the B Shareholder from time to time, the A Directors shall collectively have four votes and the B Director (if so appointed pursuant to clause 19.1) shall have one vote and, all decisions of the directors (including any reconvened meeting) shall require a simple majority of votes.
- 8.2 Any decision of the directors must be taken at a directors' meeting in accordance with article 8.1 or a decision taken in accordance with article 9.
- 8.3 If:
- 8.3.1 the company only has one director, and
 - 8.3.2 no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

9. UNANIMOUS DECISIONS

- 9.1 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.
- 9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.
- 9.3 References in the articles to "**eligible directors**" are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of that particular matter).
- 9.4 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.

10. NUMBER OF DIRECTORS

- 10.1 Unless the A Shareholder and the B Shareholder otherwise agree, the maximum number of directors of the company shall be 3 and the minimum number of directors shall be 1.

11. CALLING A DIRECTORS' MEETING

- 11.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 11.2 Notice of any directors' meeting must indicate:
- 11.2.1 its proposed date and time;
 - 11.2.2 where it is to take place; and
 - 11.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 11.3 Notice of a directors' meeting need not be in writing and must be given to each director.
- 11.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12. PARTICIPATION IN DIRECTORS' MEETINGS

- 12.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when
 - 12.1.1 the meeting has been called and takes place in accordance with the articles, and
 - 12.1.2 they can each communicate to the other directors who are participating any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 12.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13. QUORUM FOR DIRECTORS' MEETINGS

- 13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2 Subject to any agreement made between the A Shareholder and the B Shareholder from time to time, the quorum at any directors' meeting (including adjourned meetings) is at least one A Director (or his alternate) and, if appointed, one B Director (or his alternate).
- 13.3 If the company only has one or more A Directors, then the quorum at any directors' meeting (including adjourned meetings) is any one A Director and the A Directors or sole A Director may take decisions without regards to any of the provisions of the articles but shall, at all times, act in the best interests of the company.
- 13.4 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - 13.4.1 to appoint further directors, or
 - 13.4.2 to call a general meeting so as to enable the members to appoint further directors.

14. CHAIRING OF DIRECTORS' MEETINGS

- 14.1 The position of chairman shall be held by an A Director. The chairman shall not have a casting vote. If the chairman is unable to attend any directors' meeting, then another A Director shall be appointed to act as chairman at the meeting.

15. DIRECTORS' INTERESTS IN TRANSACTIONS AND VOTING

- 15.1 Without prejudice to such disclosure as is required under section 177 or section 182 of the Companies Act 2006, a director may be a party to, or otherwise interested in, any transaction or

arrangement with the company. Subject to the terms of any authorisation made under article 16, no director shall:

- 15.1.1 by reason of his office be accountable to the company for any benefit which he derives from any interest in any transaction or arrangement with the company, and no such benefit shall constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such benefit;
 - 15.1.2 be in breach of his duties as a director by reason only of his excluding himself from the receipt of information, or from taking part in any decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any interest he may have in any such transaction or arrangement; or
 - 15.1.3 be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by him in connection with any such transaction or arrangement if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.
- 15.2 The general rule is that a director shall be entitled for quorum and voting purposes to participate in the decision-making process on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the company, but this article shall not absolve him of any duty he may have pursuant to section 175 of the Companies Act 2006 and is without prejudice to the operation of article 16 and subject to the terms of any authorisation made under it.

16. DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST

- 16.1 Provided that he has duly disclosed the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this article 16.1, he would or might be in breach of his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest:
- 16.1.1 be interested in shares or other securities issued by the company or by any group undertaking, or by any other undertaking promoted by the company or any group undertaking, or in which the company or any group undertaking is otherwise interested;
 - 16.1.2 be party to, or otherwise interested in, any transaction or arrangement with any group undertaking or any such other undertaking;
 - 16.1.3 be a director or other officer of, or employed by, or owe any duty to, any group undertaking or any such other undertaking;
 - 16.1.4 otherwise be interested in any group undertaking or any such other undertaking.
- 16.2 No director shall:
- 16.2.1 by reason of his office be accountable to the company for any benefit which he derives from any office or employment, or by virtue of any interest, participation or duty, that he is authorised under article 16.1 to have (and no such benefit shall constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties, and no transaction or arrangement shall be liable to be avoided on the ground of any such benefit);

- 16.2.2 be in breach of his duties as a director by reason only of his excluding himself from the receipt of information, or from taking part in any decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any such office, employment, interest, participation or duty; or
 - 16.2.3 be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by him in connection with any such office, employment, interest, participation or duty if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.
- 16.3 The directors may, if the quorum and voting requirements are satisfied, authorise any matter that would otherwise involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest, and any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict provided that such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the articles.
- 17. RECORDS OF DECISIONS TO BE KEPT**
- 17.1 The directors must ensure that the company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 18. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**
- 18.1 Subject to any agreement made between the A Shareholder and the B Shareholder from time to time, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

- 19. METHODS OF APPOINTING AND REMOVING DIRECTORS**
- 19.1 The A Shareholder shall be entitled to appoint up to 2 A Directors, and must appoint at least 1 A Director, and the B Shareholder shall be entitled, but not obligated, to appoint from time to time 1 B Director by notice in writing to the company.
- 19.2 A shareholder may remove a director appointed by it and appoint a new director in his place by notice in writing to the company and the other shareholder.
- 20. TERMINATION OF DIRECTOR'S APPOINTMENT**
- 20.1 A person ceases to be a director as soon as:
 - 20.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - 20.1.2 a bankruptcy order is made against that person;
 - 20.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 20.1.4 he becomes, in the opinion of all his co-directors, physically or mentally incapable of discharging his duties as a director;

- 20.1.5 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- 20.1.6 he is otherwise duly removed from office.

21. DIRECTORS' REMUNERATION

- 21.1 Directors shall not be entitled to any remuneration in their capacity as directors of the company unless otherwise agreed by the A Shareholder and B Shareholder.

ALTERNATE DIRECTORS

22. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 22.1 Subject to any agreement made between the A Shareholder and the B Shareholder from time to time, any director may appoint as an alternate any other director, or any other person, to:
 - 22.1.1 exercise that director's powers; and
 - 22.1.2 carry out that director's responsibilities,in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 22.2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the company signed by his appointor, or in any other manner approved by the directors.

23. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 23.1 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.
- 23.2 Except as the articles specify otherwise, alternate directors:
 - 23.2.1 are deemed for all purposes to be directors;
 - 23.2.2 are liable for their own acts and omissions;
 - 23.2.3 are subject to the same restrictions as their appointors; and
 - 23.2.4 are not deemed to be agents of or for their appointorsand, 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.
- 23.3 A person who is an alternate is entitled, in the absence of his appointor, to form part of the quorum and vote as alternate (in addition to his own vote if he is a director and to any other vote he may have as alternate for another appointor) in any decision-making of the directors, but:
 - 23.3.1 only if his appointor is an eligible director in relation to that decision;
 - 23.3.2 not if he is himself a director but is not so eligible; and
 - 23.3.3 he shall not count as more than one director for the purposes of determining whether there is a quorum, whether in relation to a meeting of the directors or a unanimous decision.
- 23.4 Where an alternate participates in a unanimous decision it is not necessary for his appointor also to participate in it.

- 23.5 An alternate director is not 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 given to the company.

24. TERMINATION OF ALTERNATE DIRECTORSHIP

- 24.1 An alternate director's appointment as an alternate terminates:

- 24.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing and such revocation has taken effect in accordance with its terms;
- 24.1.2 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;
- 24.1.3 on the death of the alternate's appointor;
- 24.1.4 when the alternate's appointor's appointment as a director terminates; or
- 24.1.5 when the alternate is removed in accordance with the articles.

PART 3 SHARES AND DISTRIBUTIONS

SHARES

25. PURCHASE OF OWN SHARES

- 25.1 The company may purchase its own shares (including redeemable shares) in any manner permitted by the Companies Act 2006, including in accordance with section 692(1ZA).

26. SHARE CAPITAL

- 26.1 The share capital of the company at the date of adoption of these articles is one hundred twenty-five pounds (£125) divided into 100 A Shares and 25 B Shares.
- 26.2 Except as otherwise provided in these articles, the A Shares and the B Shares shall rank pari passu in all respects but shall constitute separate classes of share.

27. POWERS TO ISSUE SHARES

- 27.1 Subject to the articles and any agreement made between the A Shareholder and the B Shareholder from time to time, but without prejudice to the rights attached to any existing share, the company may not allot or issue new shares without the prior written consent of each of the A Shareholder and the B Shareholder.
- 27.2 Subject to article 27.1, the directors may issue shares with such rights or restrictions as may be determined by ordinary resolution or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide.
- 27.3 Subject to article 27.1, the company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

28. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

- 28.1 Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

29. SHARE CERTIFICATES

- 29.1 The company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds.
- 29.2 Every certificate must specify:
- 29.2.1 in respect of how many shares, of what class, it is issued;
 - 29.2.2 the nominal value of those shares;
 - 29.2.3 the amount paid up on them; and
 - 29.2.4 any distinguishing numbers assigned to them.
- 29.3 No certificate may be issued in respect of shares of more than one class.
- 29.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 29.5 Certificates must:
- 29.5.1 have affixed to them the company's common seal; or
 - 29.5.2 be otherwise executed in accordance with the Companies Acts.
- 29.6 The directors may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by some mechanical or other means, or printed on the certificate, or that certificates need not be signed.

30. REPLACEMENT SHARE CERTIFICATES

- 30.1 If a certificate issued in respect of a member's shares is:
- 30.1.1 damaged or defaced, or
 - 30.1.2 said to be lost, stolen or destroyed,
- that member is entitled to be issued with a replacement certificate in respect of the same shares.
- 30.2 A member exercising the right to be issued with such a replacement certificate:
- 30.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 30.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and
 - 30.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

31. SHARE TRANSFERS

- 31.1 Save as otherwise expressly provided by agreement between the A Shareholder and the B Shareholder, no shareholder shall be entitled to sell, transfer, charge, encumber, grant options over or otherwise dispose of any of the shares or any beneficial interest in any of the shares now

owned or to be acquired after the date of this agreement by it in the company by virtue of its shareholding in the company except with the written consent of the non-transferring shareholder.

- 31.2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if the shares are not fully paid, the transferee.
- 31.3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 31.4 The company may retain any instrument of transfer which is registered.
- 31.5 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

32. TRANSMISSION OF SHARES

- 32.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- 32.2 Nothing in these articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.
- 32.3 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
 - 32.3.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - 32.3.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 32.4 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled by reason of the holder's death or bankruptcy or otherwise unless they become the holders of those shares.

33. EXERCISE OF TRANSMITTEES' RIGHTS

- 33.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 33.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 33.3 Any notice or transfer given or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred, and so that the notice or transfer is treated in the same way under the articles as a transfer executed by that person.
- 33.4 The directors may at any time give notice to the transmittee requiring him to elect either to become a holder of the shares or to transfer the shares to another person, and if the notice is not complied with within 60 days from the date of the notice, the directors may withhold payment of all dividends and other monies payable in respect of the shares until he complies with the notice.

DIVIDENDS AND OTHER DISTRIBUTIONS

34. PROCEDURE FOR DECLARING DIVIDENDS

- 34.1 Subject to any agreement made between the A Shareholder and the B Shareholder from time to time, the company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 34.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 34.3 No dividend may be declared or paid unless it is in accordance with members' respective rights.
- 34.4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.
- 34.5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 34.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 34.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.
- 34.8 Notwithstanding anything contained in these Articles, where a transfer of shares in the Company is or is proposed to be:
- 34.8.1 executed by a Secured Party by way of the exercise of any power of sale or other enforcement power under any relevant security interest;
 - 34.8.2 executed by a receiver or manager or similar officer appointed by or on behalf of any Secured Party under any relevant security interest; or
 - 34.8.3 made to any Secured Party pursuant to any relevant security interest,
- each being a "**Secured Party Transfer**",
- 34.8.4 the directors (or director if there is only one) of the Company may not decline to register (or suspend the registration of) such a Secured Party Transfer;
 - 34.8.5 a holder of shares in the Company shall not be required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any shareholders for the time being of the Company before any such Secured Party Transfer may take place; and
 - 34.8.6 a holder of shares in the Company shall not have any right under the Articles or otherwise to require any shares that are the subject of a Secured Party Transfer to be transferred to them,
- and, for the avoidance of doubt, regulations 4 and 26(5) of the private company model articles shall not apply insofar as it would otherwise prevent or restrict any Secured Party Transfer (or the recognition of any Secured Party Transfer).

A certificate by any officer of a Secured Party that the shares were so charged, mortgaged or pledged and the transfer was or will be so executed shall be conclusive evidence of such facts.

34.9 Notwithstanding anything contained in these Articles, the Company shall have no present or future lien on any share, dividend or moneys payable in respect of shares which have been mortgaged, charged or pledged by way of security to a Secured Party and any lien conferred pursuant to these Articles shall not apply in respect of any such share, dividend or moneys payable.

34.10 If there is any inconsistency between any provision of these articles 34.8 to 34.10 and any provision of any other article, the provision of these articles 34.8 to 34.10 shall apply.

“Secured Party” means, in respect of any shares, any bank, institution or other entity or person to which such shares have been mortgaged, charged or pledged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee for any such entity or person.

35. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

35.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

35.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

35.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide; or

35.1.3 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

35.2 In the articles, **“the distribution recipient”** means, in respect of a share in respect of which a dividend or other sum is payable:

35.2.1 the holder of the share; or

35.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

35.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

36. DEDUCTIONS FROM DIVIDENDS

36.1 The directors may deduct from any dividend payable on or in respect of a share all sums of money presently payable by the holder to the company on any account whatsoever.

37. NO INTEREST ON DISTRIBUTIONS

37.1 The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

37.1.1 the terms on which the share was issued, or

37.1.2 the provisions of another agreement between the holder of that share and the company.

38. UNCLAIMED DISTRIBUTIONS

38.1 All dividends or other sums which are:

38.1.1 payable in respect of shares, and

38.1.2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

38.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

38.3 If:

38.3.1 12 years have passed from the date on which a dividend or other sum became due for payment, and

38.3.2 the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

39. NON-CASH DISTRIBUTIONS

39.1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

39.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

39.2.1 fixing the value of any assets;

39.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

39.2.3 vesting any assets in trustees.

40. WAIVER OF DISTRIBUTIONS

40.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if:

40.1.1 the share has more than one holder, or

40.1.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

41. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

41.1 Subject to the articles any agreement made between the A Shareholder and the B Shareholder from time to time,, the directors may, if they are so authorised by an ordinary resolution:

41.1.1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of any fund or reserve, including but not limited to the share premium account, capital redemption reserve, merger reserve, redenomination reserve or revaluation reserve; and

41.1.2 appropriate any sum which they so decide to capitalise (a “**capitalised sum**”) to the persons who would have been entitled to it if it were distributed by way of dividend (the “**persons entitled**”) and in the same proportions.

41.2 Capitalised sums must be applied:

41.2.1 on behalf of the persons entitled, and

41.2.2 in the same proportions as a dividend would have been distributed to them

and the company shall for the purposes of this article be deemed to be such a member in relation to any shares held as treasury shares which, if not so held, would have ranked for any such distribution by way of dividend, but only insofar as the appropriated sum is to be applied in paying up in full shares of the company.

41.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted, credited as fully paid, to the persons entitled or as they may direct.

41.4 A capitalised sum which was appropriated from profits available for distribution may be applied:

41.4.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or

41.4.2 in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

41.5 Subject to the articles, the directors may:

41.5.1 apply capitalised sums in accordance with articles 41.3 and 41.4 partly in one way and partly in another:

41.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

41.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4
DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

42. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 42.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 42.2 A person is able to exercise the right to vote at a general meeting when:
- 42.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 42.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 42.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 42.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 42.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

43. QUORUM FOR GENERAL MEETINGS

- 43.1 No business shall be transacted at any general meeting (and adjournments thereof) unless a quorum of both the A Shareholder and the B Shareholder or their duly authorised representatives are present in person or by proxy.

44. CHAIRING GENERAL MEETINGS

- 44.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 44.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 44.2.1 the directors present, or
- 44.2.2 (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 44.3 The person chairing a meeting in accordance with this article is referred to as "**the chairman of the meeting**".

45. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 45.1 Directors may attend and speak at general meetings, whether or not they are members.

- 45.2 The chairman of the meeting may permit other persons who are not:
- 45.2.1 members, or
 - 45.2.2 otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

46. ADJOURNMENT

- 46.1 If a quorum of directors or shareholders (as the case may be) is not present at the directors' meeting or general meeting (as the case may be) within one hour from the time appointed for the meeting or, if during the meeting a quorum ceases to be present, it shall be adjourned to the third business day following at the same time and place or such other time and place as the directors or shareholders (as the case may be) otherwise agree.
- 46.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 46.2.1 the meeting consents to an adjournment, or
 - 46.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 46.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 46.4 When adjourning a general meeting, the chairman of the meeting must:
- 46.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - 46.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 46.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least seven clear days' notice of it:
- 46.5.1 to the same persons to whom notice of the company's general meetings is required to be given, and
 - 46.5.2 containing the same information which such notice is required to contain.
- 46.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

47. VOTING: GENERAL

- 47.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

48. ERRORS AND DISPUTES

- 48.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 48.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

49. POLL VOTES

49.1 A poll on a resolution may be demanded:

49.1.1 in advance of the general meeting where it is to be put to the vote, or

49.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

49.2 A poll on a resolution may be demanded by the chairman of the meeting, the directors or by any qualifying person (as defined in section 318 of the Companies Act 2006) present and entitled to vote on the resolution.

49.3 A demand for a poll may be withdrawn if:

49.3.1 the poll has not yet been taken, and

49.3.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

49.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

50. CONTENT OF PROXY NOTICES

50.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

50.1.1 states the name and address of the member appointing the proxy;

50.1.2 identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;

50.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

50.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).

50.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

50.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.

50.4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:

50.4.1 has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it, or

50.4.2 has been instructed to vote the same way (either for or against) on the resolution by all of those members except those who have given the proxy discretion as to how to vote on the resolution

the proxy is entitled to one vote for and one vote against the resolution.

50.5 Unless a proxy notice indicates otherwise, it must be treated as:

50.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

50.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

51. DELIVERY OF PROXY NOTICES

51.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

51.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

51.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

51.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

52. AMENDMENTS TO RESOLUTIONS

52.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

52.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

52.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

52.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

52.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

52.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

52.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5
ADMINISTRATIVE ARRANGEMENTS

53. MEANS OF COMMUNICATION TO BE USED

- 53.1 Subject to the articles and any agreement made between the A Shareholder and the B Shareholder from time to time, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 53.2 Except insofar as the Companies Acts require otherwise, the company shall not be obliged to accept any notice, document or other information sent or supplied to the company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the directors think fit, and the company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 53.3 In the case of joint holders of a share, except insofar as the articles otherwise provide, all notices, documents or other information shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and shall be deemed to have been given to all the joint holders. For all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any one of such joint holders shall be deemed to be and shall be accepted as execution by all the joint holders.
- 53.4 In the case of a member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.
- 53.5 A member whose registered address is not within the United Kingdom and who notifies the company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the company. If the address is that member's address for sending or receiving documents or information by electronic means the directors may at any time without prior notice (and whether or not the company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.
- 53.6 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 53.7 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 24 hours.
- 53.8 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been given to the person from whom he derives his title.

54. INFORMATION SENT BY THE COMPANY

54.1 Any document or information sent or supplied by the company shall be deemed (subject to article 53.7) to have been received by the intended recipient:

- 54.1.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 54.1.2 where (without prejudice to article 53.5) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 54.1.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was delivered;
- 54.1.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent;
- 54.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

55. COMPANY SEALS

55.1 Any common seal may only be used by the authority of the directors.

55.2 The directors may decide by what means and in what form any common seal is to be used.

55.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

55.4 For the purposes of this article, an authorised person is:

- 55.4.1 any director of the company;
- 55.4.2 the company secretary (if any); or
- 55.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

56. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

56.1 Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

57. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

- 57.1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

58. SECRETARY

- 58.1 Subject to the Companies Act 2006, the directors may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the directors may think fit; and any company secretary (or joint secretary) so appointed may be removed by the directors. The directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries.

DIRECTORS' INDEMNITY AND INSURANCE

59. INDEMNITY

- 59.1 Subject to article 59.2 (but without prejudice to any indemnity to which a relevant officer is otherwise entitled):

59.1.1 a relevant officer may be indemnified out of the company's assets to whatever extent the directors may determine against:

- (a) 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 undertaking in the same group as the company;
- (b) any liability incurred by that officer in connection with the activities of the company, or any undertaking in the same group as the company, in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
- (c) any other liability incurred by that officer as an officer of the company or of any undertaking in the same group as the company; and

59.1.2 the company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a relevant officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company or any undertaking in the same group as the company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the relevant officer to avoid incurring such expenditure.

- 59.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

60. INSURANCE

- 60.1 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.

- 60.2 In this article, a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the company,