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The Companies Act 2006
Private Company Limited by Shares
Articles of Association
of
Grays Interiors Ltd
Adopted by special resolution on 7 April 2022



St James'
SQUARE
LAW FIRM

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Private Company Limited by Shares

Articles of Association

of

Grays Interiors Ltd

(Company)

1. Definitions and Interpretation

Acceptors	has the meaning given in Article 21.5
Act	the Companies Act 2006.
Articles	the Company's articles of association for the time being in force.
Board	the board of directors of the Company.
Business Day	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business.
Conflict	has the meaning given in Article 6.1.
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).
Encumbrance	any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, howsoever created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.
Fair Value	the fair market value of any Shares as determined by the Valuer in accordance with Article 23.
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 date of adoption of these Articles.

partly paid in relation to a share, means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company.

Shareholder Majority a resolution of shareholders who for the time being hold Shares that together confer a majority of the total voting rights exercisable in general meetings of the Company.

Shares the Shares in the Company from time to time.

Valuer an accountant or firm of accountants appointed in accordance with (1) Article 23 to resolve a dispute arising in connection with the Fair Value of any Shares or (2) Article 25.5 to resolve a dispute arising in connection with the specified price or cash equivalent.

- 1.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.2 Articles 8, 11(2) and (3), 13, 14, 15, 17(2), 17(3), 18, 21(1), 22, 23, 26(5), 30, 34, 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.3 Article 7 of the Model Articles shall be amended by:
 - 1.3.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - 1.3.2 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".
- 1.4 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the company secretary (if any)" before the words "proper incur".
- 1.5 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to Article 8," after the word "But".
- 1.6 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) of the Model Articles," after the words "the transmittee's name".

- 1.7 Articles 31(a) to (d) (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”.
- 1.8 Article 36(3) of the Model Articles shall be amended by inserting the words “paying up the amounts (if any) unpaid on shares in issue or in” after the words “applied in”.
- 1.9 In these Articles, the following expressions shall have the following meanings unless the context otherwise requires.
- 1.10 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.
- 1.11 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.12 A reference in these Articles to an “Article” is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.13 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:
- 1.13.1 any subordinate legislation from time to time made under it; and
- 1.13.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.14 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.

2. Directors’ decisions

- 2.1 Decisions of the directors may be taken:
- 2.1.1 at a directors’ meeting; or
- 2.1.2 in the form of a directors’ resolution.

- 2.2 Any director may propose a directors' resolution in writing, or by email or other electronic communication.
- 2.3 The company secretary (if one has been appointed) must propose a directors' resolution if a director so requests.
- 2.4 A directors' resolution is proposed by giving notice of the proposed resolution to the directors.
- 2.5 Notice of a proposed directors' resolution must indicate:
 - 2.5.1 the proposed resolution; and
 - 2.5.2 the time by which it is proposed that the directors should adopt it.
- 2.6 Notice of a proposed directors' resolution must be given to each director.
- 2.7 Any decision which a person giving notice of a proposed directors' resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.
- 2.8 A proposed directors' resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it, or otherwise electronically indicated their agreement, provided that those directors would have formed a quorum at such a meeting.
- 2.9 It is immaterial whether any director signs or agrees to the resolution before or after the time by which the notice proposed that it should be adopted.
- 2.10 Once a directors' resolution has been adopted, it must be treated as if it had been taken at a directors' meeting in accordance with the Articles.
- 2.11 The company secretary must ensure that the Company keeps a record, in writing, of all directors' resolutions for at least ten years from the date of their adoption. If no company secretary has been appointed then the directors must ensure that the Company keeps such a record.
- 2.12 In accordance with section 79 of the Act, the Company may change its name by decision of the directors.

3. Quorum for Directors' meetings

- 3.1 Subject to Article 3.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors.
- 3.2 For the purposes of any meeting (or part of a meeting) if there is only one eligible director in office, the quorum for such meeting (or part of a meeting) shall be one eligible director.

4. Casting vote

- 4.1 The chairman of the meeting of directors shall not have a casting vote.

5. Transactions or other arrangements with the Company

- 5.1 Subject to section 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
 - 5.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 5.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
 - 5.1.3 shall be entitled to vote (and count in the quorum) at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
 - 5.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 5.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

5.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

6. Directors' conflicts of interest

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

6.2 Any authorisation under this Article will be effective only if:

6.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

6.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

6.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

6.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

6.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

6.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and

6.3.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

6.4 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

6.4.1 disclose such information to the directors or to any director or other officer or employee of the Company; or

6.4.2 use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

6.5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

6.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

6.5.2 is not given any documents or other information relating to the Conflict; and

6.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

6.6 Where the directors authorise a Conflict:

6.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and

6.6.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

6.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a

relationship involving a Conflict which has been authorised by the directors or by the Company by shareholder resolution (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

7. Number of directors

- 7.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum.

8. Appointment of directors

- 8.1 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

9. Termination of a director's appointment

- 9.1 A person ceases to be a director as soon as:

- 9.1.1 that person ceased to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- 9.1.2 a bankruptcy order is made against that person;
- 9.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 9.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 9.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

9.1.6 notification is received by the Company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms.

10. Appointment and removal of alternate directors

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

10.1.1 exercise that director's powers; and

10.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the Appointor.

10.2 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.

10.3 The notice must:

10.3.1 identify the proposed alternate; and

10.3.2 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.

11. Rights and responsibilities of alternate directors

11.1 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 Appointor.

11.2 Except as the Articles specify otherwise, alternate directors:

11.2.1 are deemed for all purposes to be directors;

11.2.2 are liable for their own acts and omissions;

11.2.3 are subject to the same restrictions as their appointors; and

11.2.4 are not deemed to be agents of or for their appointors;

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.

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

11.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if his Appointor is not participating);

11.3.2 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

11.3.3 shall not be counted as more than one director for the purposes of Articles 11.3.1 and 11.3.2.

11.4 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), but shall not count as more than one director for the purposes of determining whether a quorum is present.

11.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

12. Termination of alternate directorship

12.1 An alternate director's appointment as an alternate terminates:

12.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

12.1.2 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;

12.1.3 on the death of the alternate's Appointor; or

12.1.4 when the alternate's Appointor's appointment as a director terminates.

13. Company secretary

- 13.1 The directors may appoint any person who is willing to act as a company 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. If no such person is appointed, the Company shall not need a company secretary.

14. Shares, Share capital and issue of Shares

- 14.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares:

14.1.1 fully paid or partly paid; and

14.1.2 with such rights or restrictions as may be determined by a Shareholder Majority.

- 14.2 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 with such terms, conditions and manner of redemption of any such shares as are determined by special resolution or set out in the Articles.

- 14.3 Save to the extent authorised from time to time by a Shareholder Majority resolution, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company.

- 14.4 Unless otherwise agreed by a Shareholder Majority if the Company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the Company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer:

14.4.1 shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and

- 14.4.2 may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe.
- 14.5 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with Article 14.4 shall be used for satisfying any requests for Excess Securities made pursuant to Article 14.4. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with Article 14.4 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.
- 14.6 Subject to these Articles, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 14.7 No shares shall be allotted to any employee, director, prospective employee or director unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.
- 14.8 A member of the Company may nominate another person as entitled to enjoy or exercise the rights set out in section 145(3) of the Act. Except in accordance with such nominations or as required by law, no person is to be recognised by the Company as holding any share upon any trust, and the Company is not in any way to be bound by or recognised any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

15. Lien

- 15.1 The Company has a lien (**Company's lien**) over every share which is partly paid for any part of:
- 15.1.1 that share's nominal value; and

15.1.2 any premium at which it was issued,

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

15.2 The Company's lien over a share:

15.2.1 takes priority over any third party's interest in that share; and

15.2.2 extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

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

15.4 The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

15.5 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

15.6 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

16. Calls

16.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (**call notice**) to a member requiring the member to pay the Company a specified sum

of money (call) which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice.

16.2 A call notice:

16.2.1 may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);

16.2.2 must state when and how any call to which it relates it is to be paid; and

16.2.3 may permit or require the call to be paid by instalments.

16.3 A member must comply with the requirements of a call notice, but no member is required to pay any call before 14 days have passed since the notice was sent.

16.4 Before the Company has received any call due under a call notice the directors may:

16.4.1 revoke it wholly or in part; or

16.4.2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the member in respect of whose shares the call is made.

16.5 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

16.6 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

16.7 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices be sent to the holders of those shares which may require them:

16.7.1 to pay calls which are not the same; or

16.7.2 to pay calls at different times.

16.8 A call notice need not be issued in respect of sums which are satisfied, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):

16.8.1 on allotment;

16.8.2 on the occurrence of a particular event; or

16.8.3 on a date fixed by or in accordance with the terms of issue.

16.9 If the due date for payment of such sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

16.10 If a person is liable to pay a call and fails to do so by the call payment date:

16.10.1 the directors may issue a notice of intended forfeiture to that person, and

16.10.2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

16.11 For the purposes of this Article:

16.11.1 the **call payment date** is the time when the call notice states that a call is payable unless the directors give a notice specifying a later date, in which case the call payment date is that later date;

16.11.2 the relevant rate is:

16.11.2.1 the rate fixed by the terms on which the share in respect of which the call is due was allotted;

16.11.2.2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or

16.11.2.3 if no rate is fixed in either of these ways, at the appropriate rate defined by the Act.

16.12 The directors may waive any obligation to pay interest on a call wholly or in part.

17. Forfeiture

17.1 A notice of intended forfeiture:

- 17.1.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
 - 17.1.2 must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
 - 17.1.3 must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of this notice;
 - 17.1.4 must state how the payment is to be made;
 - 17.1.5 must state that if the notice is not complied with, the shares in respect of which the call is payment will be liable to be forfeited.
- 17.2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the director may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 17.3 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
- 17.4 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

- 17.5 A statutory declaration by a director or the company secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

18. Share Certificates

- 18.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

- 18.2 Each certificate must specify:

18.2.1 in respect of how many shares, of what class, it is issued;

18.2.2 the nominal value of those shares;

18.2.3 that the shares are fully paid or otherwise; and

18.2.4 any distinguishing numbers assigned to them.

- 18.3 No certificate may be issued in respect of shares of more than one class.

- 18.4 If more than one person holds a share, only one certificate may be issued in respect of it.

- 18.5 Certificates must:

18.5.1 have affixed to them the Company's common seal; or

18.5.2 be otherwise executed in accordance with the Act.

- 18.6 If a certificate issued in respect of a shareholder's shares is:

18.6.1 damaged or defaced; or

18.6.2 said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

18.7 A shareholder exercising the right to be issued with such replacement certificate:

18.7.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

18.7.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

18.7.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

19. Share capital

19.1 The Company shall have one class of shares being the Shares.

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

19.3 On the transfer of any Share as permitted by these Articles a Share transferred to a non-shareholder shall remain of the same class as before the transfer.

19.4 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of CA 2006.

20. Share transfers: general

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

20.2 No shareholder shall transfer any share except:

20.2.1 with the prior written consent of all shareholders for the time being; or

20.2.2 a shareholder may transfer all (but not some only) of its shares in the Company to any person for cash and not on deferred terms in accordance with the procedure set out in article 21 (Pre-emption on transfer); or

20.2.3 in accordance with article 22 (Compulsory Transfer).

- 20.3 Subject to article 20.4, the directors must register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.
- 20.4 The directors may, as a condition to the registration of any transfer of shares in the Company (whether to a Compulsory Transferee or otherwise) require the transferee to provide the Company with the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006 and to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this article 20.4, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee and the Company has received all of the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006.
- 20.5 To enable the directors to determine whether or not there has been a transfer of shares in the Company in breach of these Articles, the directors of any class may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a shareholder fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to all shares held by that shareholder be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction. Such directors may reinstate these rights at any time.

- 20.6 Any transfer of shares by way of a sale that is required to be made under article 21 or article 22 shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.

21. Pre-emption rights on the transfer of shares

- 21.1 Except where the provisions of article 22 apply, a shareholder (**Seller**) wishing to transfer its shares (**Sale Shares**) must give a Transfer Notice to the other shareholder (**Continuing Shareholder**) and the Board giving details of the proposed transfer including:

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

21.1.2 the price (in cash) at which it wishes to sell the Sale Shares (**Proposed Sale Price**).

- 21.2 Subject to Article 21.12, if the Seller and the Board are unable to agree the price within the period of 28 days, then the matter may be referred by either the Seller or the Board to the Valuers to determine the Fair Value of the Sale Shares in accordance with Article 23.

- 21.3 Each Transfer Notice shall:

21.3.1 constitute the Company as the agent of the Seller for the sale of the Sale Shares on the terms of this Article 21; and

21.3.2 be irrevocable.

- 21.4 The Company may (subject to compliance with the CA 2006) offer to purchase the Sale Shares at the price set out, agreed or determined in accordance with this Article 21. If the Company does not propose to do so within three months of the later of the date of the Transfer Notice (or Deemed Transfer Notice) and the price being agreed or determined if necessary, the Board shall send to each of the other shareholders a circular specifying the number of the Sale Shares, the price (agreed or determined as aforesaid) at which they are offered for sale and naming a day (being not less than seven and no more than 14 days from the date of such circular) on or before which offers to purchase the Sale Shares must be received.

- 21.5 If, on or before the day set out in the circular referred to in Article 21 above, offers to purchase all or any of the Sale Shares at the price named shall be received from shareholders

(Acceptors) by the company secretary or Board, the company secretary or Board shall, as agent for the Seller and the Acceptors, declare a contract of sale to be concluded and shall give notice of such sale to the Seller and the Acceptors provided that the provisions of Article 21.10 do not apply.

- 21.6 Any Sale Shares not so accepted shall be offered for sale to the Acceptors on the terms set out in this Article 21 and such re-offering shall be repeated until either all the Sale Shares have been accepted or none of the Acceptors wish to purchase any more of them.
- 21.7 If the offers to purchase shall together constitute offers to purchase a greater number of Shares than those offered for sale by the Seller, the Shares offered for sale shall be divided among the Acceptors in the proportions as nearly as possible in which they already hold Shares provided that none of the Acceptors shall be liable to take more of the Sale Shares than those he shall have offered to purchase and any Sale Shares which cannot be so divided as described above without creating fractions shall be apportioned among the Acceptors by the Board.
- 21.8 The Seller and the Acceptors shall give effect to any such contract or contracts in accordance with this Article by the execution of proper transfers and the payment of the purchase price.
- 21.9 If all of the Sale Shares are not accepted pursuant to the provisions described above, the Company shall notify the Seller within seven days of the closure of the last such offer and the Seller may within a further three calendar months sell or dispose of the Sale Shares not so accepted to the person named in the Transfer Notice or to a third party if no such person was named provided that such sale or disposal shall be at a price not less than that named in the Transfer Notice and the identity of any third party must be approved by the Board (such approval not to be unreasonably withheld).
- 21.10 A Transfer Notice may be renewed from time to time but the offer contained in that notice shall not be withdrawn.
- 21.11 If a Seller fails for any reason to transfer any Sale Shares when required pursuant to this Article 21, the Board may authorise any person (who shall be deemed to be irrevocably appointed as the agent and attorney of the Seller for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Seller's behalf. The Company may receive the purchase money for such Sale Shares from the Acceptor and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Acceptor as the holder of such

Sale Shares. The Company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held. The Company shall only be bound to pay over those purchase monies upon receipt from the Seller of the relevant share certificate(s) in respect of the Sale Shares or, if the certificate(s) are lost or destroyed, an indemnity acceptable to the Company in that respect. The Company's receipt for such purchase money shall be a good discharge to the Acceptor who shall not be bound to see the application of it and, after the name of the Acceptor has been entered in the register of shareholders the validity of the proceedings shall not be questioned by any person.

- 21.12 If a Deemed Transfer Notice arises following the circumstances set out in Articles 22.1, 22.2.1 or 22.2.3 the price at which the Sale Shares shall be offered shall, unless agreed by the Board, be nominal value.
- 21.13 If a Deemed Transfer Notice arises following the circumstances set out Article 22.2.4 the price at which the Sale Shares shall be offered shall, unless otherwise agreed by the board, be Fair Value of those shares as determined by the Valuer in Article 23.

22. Compulsory transfers

- 22.1 In relation to a shareholder being a corporate body, such shareholder is deemed to have served a Transfer Notice under article 21.1 immediately before any of the following events:
 - 22.1.1 the passing of a resolution for the liquidation of the shareholder other than a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the shareholder's Group (the structure of which has been previously approved by the other shareholder in the Company in writing) in which a new company assumes (and is capable of assuming) all the obligations of the shareholder ; or
 - 22.1.2 the presentation at court by any competent person of a petition for the winding up of the shareholder and which has not been withdrawn or dismissed within 7 days of such presentation; or
 - 22.1.3 the issue at court by any competent person of a notice of intention to appoint an administrator to the shareholder, a notice of appointment of an administrator to the shareholder or an application for an administration order in respect of the shareholder; or

- 22.1.4 any step being taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the shareholder; or
- 22.1.5 the shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986; or
- 22.1.6 the shareholder entering into a composition or arrangement with any of its creditors; or
- 22.1.7 the shareholder applying to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986; or
- 22.1.8 any chargor taking any step to enforcing any charge created over any shares held by the shareholder in the Company (other than by the appointment of a receiver, administrative receiver or manager); or
- 22.1.9 a process having been instituted that could lead to the shareholder being dissolved and its assets being distributed among the shareholder's creditors, shareholders or other contributors; or
- 22.1.10 the shareholder ceasing to carry on its business or substantially all of its business; or
- 22.1.11 in the case of the events set out in paragraphs 22.1.1 to 22.1.10 above, any competent person taking any analogous step in any jurisdiction in which the shareholder carries on business; or
- 22.2 In relation to any shareholder being an individual, such shareholder is deemed to have served a Transfer Notice under Article 22.1 if:
 - 22.2.1 that shareholder shall have a bankruptcy order made against him or shall be declared bankrupt by any court of competent jurisdiction; or
 - 22.2.2 the shareholder committing a material or persistent breach of any shareholders' agreement to which it is a party in relation to the shares in the Company which if capable of remedy has not been so remedied within 20 Business Days of the other shareholder requiring such remedy; or

22.2.3 that the shareholder enters into an individual voluntary arrangement as approved by the individual's creditors or apply for an interim order under section 252 of the Insolvency Act 1986; or

22.2.4 the shareholder shall die.

22.3 The Deemed Transfer Notice has the same effect as a Transfer Notice, except that:

22.3.1 the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares and the price for the Sale Shares shall be, subject to Articles 21.12 and 21.13, the aggregate Fair Value of those shares, determined by the Valuer in accordance with article 23; and,

22.3.2 the Seller does not have the right to withdraw the Deemed Transfer Notice following a valuation.

22.4 If the Seller fails to complete a transfer of Sale Shares as required under this article 22, the Continuing Shareholder or Board is irrevocably authorised to appoint any person it nominates for the purpose as agent to transfer the Sale Shares on the Seller's behalf and to do anything else that the Continuing Shareholder may reasonably require to complete the sale, and the Company may receive the purchase price in trust for the Seller (without any obligation to pay interest), giving a receipt that shall discharge the Continuing Shareholder.

23. Valuation

23.1 If a Valuer is to be appointed to determine the Fair Value of any Sale Shares in accordance with these Articles, the shareholders shall use all reasonable endeavours to reach agreement regarding the identity of the person to be appointed as the Valuer and to agree the terms of appointment with the Valuer. Neither shareholder shall unreasonably withhold its agreement to the terms of appointment proposed by the Valuer or the other shareholder.

23.2 If the shareholders fail to agree on a Valuer and their terms of appointment within 10 Business Days of either shareholder serving details of a proposed Valuer on the other, then either shareholder shall be entitled to request the President for the time being of the Institute of Chartered Accountants in England and Wales to appoint the Valuer.

23.3 The Valuer shall be requested to determine the Fair Value within 10 Business Days of their appointment and to notify the shareholders in writing of their determination.

23.4 The Fair Value for any Sale Share shall be the price per share determined by the Valuer on the following bases and assumptions:

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

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

23.4.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;

23.4.4 the Sale Shares are sold free of all Encumbrances;

23.4.5 the sale is taking place on the date the Valuer was requested to determine the Fair Value.

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

23.6 To the extent not provided for by this article 23, the Valuer may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate, including (to the extent they consider necessary) instructing professional advisers to assist them in reaching their valuation.

23.7 The Valuer shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders in the absence of fraud.

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

24. Drag Along Option

24.1 If shareholders holding 50% of the issued Shares (together the **Selling Shareholders**), wish to transfer all their shares (**Selling Shares**) to an arm's length third party purchaser, the Selling Shareholders shall have the option (**Drag Along Option**) to require any or all of the other shareholders to transfer all their shares with full title guarantee to the third party purchase or as the third party purchaser shall direct in accordance with this Article.

24.2 The Selling Shareholders may exercise the Drag Along Option by giving notice to that effect (**Drag Along Notice**) to all other shareholders (**Called Shareholders**) at any time before the registration of the transfer of the shares held by the Selling Shareholders. A Drag Along Notice shall specify:

24.2.1 that the Called Shareholders are required to transfer all their shares (**Called Shares**) pursuant to Article 24.1 to the third party purchaser;

24.2.2 the price at which the Called Shares are to be transferred, which shall for each Called Share be an amount equal to the price per share offered by the third party purchaser for the Selling Shares (being the **Drag Sale Price**);

24.2.3 the proposed date of transfer (if known); and

24.2.4 the identity and ownership of the third party purchaser.

A Drag Along Notice shall be deemed served upon the envelope containing it being placed in the post.

24.3 Once issued, a Drag Along Notice shall be irrevocable.

24.4 A Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Selling Shares to the Proposed Buyer within 120 days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

24.5 No Drag Along Notice shall require the Called Shareholders to agree to any terms except those specifically set out in this Article 24, and a covenant for full title guarantee in respect of the Called Shares.

24.6 Completion of the sale of the Called Shares shall take place on the same date as the date of actual completion of the sale of the Selling Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise.

24.7 Within 5 Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for a lost share certified) to the Company.

24:8 Each Called Shareholder shall on service of the Drag Along Notice be deemed to have irrevocably appointed each of the Selling Shareholders and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called Shares pursuant to this Article 24. The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of shares by the Selling Shareholders, the Called Shareholders or any other shareholder to the third party purchase named in a Drag Along Notice.

25. Tag Along

25.1 Subject to Article 24, but otherwise notwithstanding any other provision in these Articles, no sale or other disposition of more than 50% of the Shares (**Specified Shares**) shall have any effect (and the Company shall not register) unless before the transfer is lodged for registration the buyer (**Buyer**) has made a bona fide offer in accordance with these Articles to purchase at the specified price (defined in Article 25.4) all the shares held by the other shareholders who are not acting in concert or otherwise connected with the third party purchaser (**Uncommitted Shares**).

25.2 An offer made under Article 25 shall be in writing (**Tag Offer Notice**) and shall be open for acceptance for at least 15 Business Days, and shall be deemed to be rejected by any shareholder who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 15 Business Days of the date of the offer.

25.3 To the extent not described in any accompany documents, the Tag Offer Notice shall set out:

25.3.1 the identity of the Buyer;

25.3.2 the purchase price and other terms and conditions of payment;

25.3.3 the proposed sale date; and

25.3.4 the number of shares proposed to be purchased by the Buyer (**Offer Shares**).

25.4 For the purposes of this Article 25 the expression **specified price** means:

- 25.4.1 the consideration (in cash or otherwise) per share equal to that offered or paid or payable by the third party purchaser or its nominees for the shares being sold by the holders of the Specified Shares; plus
- 25.4.2 the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares.
- 25.5 If the specified price or its cash equivalent cannot be agreed within 15 Business Days of the proposed sale or transfer referred to in Article 25.1 between the third party purchaser and the holders of any Uncommitted Shares such matter shall be referred to the Valuer by any shareholder for determination and, pending such determination, the sale or transfer referred to in Article 25.1 shall have no effect.
- 26. Declaration of dividends**
- 26.1 The Company may by a decision of a Shareholder Majority declare dividends, and the directors may decide to pay interim dividends.
- 26.2 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.
- 26.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 26.4 Unless the terms on which shares are issued specify otherwise, a dividend must be paid by reference to each shareholder's holding of shares. A shareholder's holding of shares shall be determined as on the date of the resolution or decision to declare or pay it unless the Articles, resolution or decision specifies otherwise.
- 26.5 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.
- 26.6 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.

- 26.7 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.

27. Calculation of dividends

- 27.1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be:

27.1.1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and

27.1.2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

- 27.2 If any share is issued on terms providing that it ranks for dividend as from a particular date that share ranks for dividend accordingly.

- 27.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

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.

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:

30.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 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);

30.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

30.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

30.1.4 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 be sufficient to show that the notice, document or other information was delivered 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:

31.1.1 each relevant officer may be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

31.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

31.1.1.2 in relation to the Company's (or any associated Company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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

31.1.2 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 33.1.1 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:

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

31.3.2 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a

trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

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:

32.2.1 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);

32.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

32.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.