

Company Number 36148

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF WALSALL BUSINESS SUPPORT LIMITED ("COMPANY")

Circulation date 7TH March 2019

Pursuant to Chapter 2 of Part 13 of Companies Act 2006 the Directors of the Company propose that the following resolution be passed as an Special Resolution ("Resolution")

SPECIAL RESOLUTION

That the existing Memorandum and Articles of the Company be deleted in their entirety and that the form of Articles annexed hereto and initialled by a Director for the purpose of identification be and are hereby adopted in substitution for all former Articles (including the provisions of the Memorandum of Association which by virtue of Companies Act 2006 (including Section 28 thereof) are to be treated as forming part of the Articles of Association of the Company).

Agreement

Please read the notes at the end of this document before signifying your agreement to the resolution

The undersigned being a person entitled to a vote on the resolution at the circulation date hereby irrevocably agrees to the resolution.

Dated 7th March 2019

Signed

John Murray for and on behalf of the trustees of the EMCCI 2014 Trust (sole shareholder)

FRIDAY



A26 *A81RRB3D* 22/03/2019 #54
COMPANIES HOUSE

Notes

- 1. If you agree to the resolution please indicate your agreement by signing and dating this document and handing it to a Director of the Company.**
- 2. If you do not agree to the resolution you do not need to do anything.**
- 3. Once you have indicated your agreement to the resolution you may not revoke your agreement.**
- 4. Unless by 28 days following the circulation date sufficient agreement has been received for a resolution pass it will lapse.**

Company No. 36148



THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

WALSALL BUSINESS SUPPORT LIMITED (the "Company")

(Adopted by special resolution passed on 7th March 2019)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Company's articles of association for the time being in force;

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

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

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

Director: means a Director of the Company and includes any person occupying the position of Director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any Director whose vote is not to be counted in respect of the particular matter);

Interested Director: has the meaning given in *Article 11.1*;

Member: means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly; and

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

Objects; means the objects of the Company as set out at paragraph 2.1 below;

ordinary resolution: has the meaning given in section 282 of the Act;

participate: in relation to a Director's meeting, has the meaning given in Model Article 10;

proxy notice: has the meaning given in Model Article 31;

Qualification: being a business proprietor director partner or LLP member of a business organisation which has its business address within the geographical boundaries of Walsall Metropolitan Borough Council as existing at the date of adoption of these Articles.

Representative: a duly authorised representative of a Member.

secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

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 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

1.8 The following Model Articles shall not apply to the Company:

(a) 1 (Defined terms);

(b) 2 (Liability of Members);

- (c) 4 (Members' reserve power);
- (c) 8 (Unanimous decisions);
- (d) 9(1) [and (3)] (Calling a Directors' meeting);
- (e) 11(2) and (3) (Quorum for Directors' meeting);
- (f) 13 (Casting vote);
- (g) 14 (1), (2), (3) (4) and (5) (Conflicts of interest);
- (h) 17(2) and (3) (Methods of appointing Directors);
- (i) 21 (Applications for membership);
- (j) 30(2) (Poll votes);
- (k) 31(1)(d) (Content of proxy notices);
- (l) 35 (Company seals);
- (m) 38 (Indemnity);
- (n) 39 (Insurance).

1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".

1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:

- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
- (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole Director)" after the words "and the Director may".

1.11 Model Article 17 (1) shall be amended the replacement of the words "ordinary resolution" in article 17 (1) (a) with the words "special resolution".

1.12 Model Article 20 shall be amended by the insertion of the words "[including alternate directors]] [and the secretary]" before the words "properly incur".

2. OBJECTS

2.1. The objects for which the Company is established are to promote and benefit of those businesses who hold the Qualification and who were also members of the Black Country Chamber of Commerce and Industry (Company Number 4183431) as at the 7th day of February 2019 in such manner as the Directors may think fit.

2.2. In addition to any other powers it may have the Company has the following powers in order to further the objects set out in clause 2.1. (but not for any other purpose):-

- (a) To purchase take on lease or exchange, hire or otherwise acquire any real or personal property and any intellectual property rights or other rights or privileges which the Company may consider to be conducive to the promotion of its objects and to construct maintain and alter any buildings or structures necessary or convenient for such

purposes.

- (b) To sell let mortgage dispose of or turn to account any of the profit or assets of the Company as may be necessary with a view to the promotion of its objects
- (c) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company and as may be desirable for and compatible with its objects.
- (d) To borrow or raise money for the purposes of the Company on such terms and on such security as the Company may consider appropriate for the purpose of its objects
- (e) To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be necessary subject nevertheless to such conditions (if any) and such consents (if any) as may from time to time be imposed or required by law and subject also as hereinafter provided.
- (f) To establish and support or aid in the establishment or support of any associations or institutions and to subscribe or guarantee money for such purposes in any way connected with the purposes of the company or calculated to further its objects.
- (g) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

2.3. In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as are allowed by law, having regard to such trusts.

2.4. the Company shall not support with its funds any object, or endeavour to impose on or procure to be observed by its member or others any regulation restriction or condition which if an object of the Company would make it a Trade Union.

2.5. This article 2 may not be amended prior to 7th March 2021 and may only be amended or removed thereafter by the passing of a resolution supported by 40% of all the Members and a resolution passed by 75% or more of the Members who vote on it will not be sufficient to make any change to article 2 unless those Members also constitute 40% of the entire Membership.

3. POWERS

In further pursuance of the objects set out in article 2, the Company has the power to:

- (a) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- (b) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (c) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Directors, affect or advance the principal objects in any way;
- (d) pay all or any expenses incurred in connection with the promotion, or restructuring of the Company and to contract with any person, firm or company to pay the same;
- (e) enter into contracts to provide services to or on behalf of other bodies;
- (f) provide and assist in the provision of money, materials or other help;
- (g) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (h) incorporate subsidiary companies to carry on any trade; and

(i) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2.

(j) employ and remunerate such staff as are necessary for carrying out the work of the Company provided that the Company may employ or remunerate a Director only to the extent that it is permitted to do so by these Articles.

4. INCOME

4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company to any Director(s) of:

(a) reasonable expenses properly incurred by him or her when acting on behalf of the Company.; and

(b) remuneration for acting as a Director of the Company or any subsidiary of the Company; and

(c) reasonable out-of-pocket expenses properly incurred by any Director.

4.3. None of the Directors shall liable for or accountable to the Company in respect of any actions carried out by him or her in good faith unless it results from the Director in question:-

(a) Acting in a way that he or she knows to be contrary to the interests of the Members; or

(b) Being recklessly indifferent about whether any action is contrary to the interests of the Members.

5. WINDING UP

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Directors at or before the time of winding up or dissolution.

6. GUARANTEE

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

(a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,

(b) payment of the costs, charges and expenses of the winding up, and

(c) adjustment of the rights of the contributories among themselves.

DIRECTORS

7. RETIREMENT BY ROTATION

7.1. At each Annual General Meeting of the Company one third of the directors for the time being (or if their number is not three or a multiple of three then the number nearest one third) shall retire from office.

7.2. The Directors retiring each year shall be those who have been longest in office since their last election but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be

determined by lot.

7.3. A retiring Director shall be eligible for re-election

7.4. The Directors may also propose other persons for election to the office of Director at the annual general meeting subject to notice of intended appointment being issued to members with the notice of meeting.

8. UNANIMOUS DECISIONS

8.1 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.

8.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

8.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

9. CALLING A DIRECTORS' MEETING

9.1 Any Director may call a Directors' meeting by giving not less than ten Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the secretary (if any) to give such notice.

9.2 Notice of a Directors' meeting shall be given to each Director in writing.

9.3 A Director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the Directors' meeting.

10. QUORUM FOR DIRECTORS' MEETINGS

10.1 Subject to *Article 10.2*, the quorum for the transaction of business at a meeting of Directors is any two Eligible Directors.

10.2 For the purposes of any meeting (or part of a meeting) held pursuant to *Article 12* to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

10.3 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

(a) to appoint further Directors; or

(b) to call a general meeting so as to enable the Members to appoint further Directors.

11. CASTING VOTE

If the numbers of votes for and against a proposal at a meeting of Directors are equal, the chairman or other Director chairing the meeting shall not have a casting vote.

12. DIRECTORS' CONFLICTS OF INTEREST

12.1 The Directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty to avoid

conflicts of interest under section 175 of the Act.

12.2 Any authorisation under this *Article 12* shall be effective only if:

(a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration 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;

(b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

(c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

12.3 Any authorisation of a Conflict under this *Article 12* may (whether at the time of giving the authorisation or subsequently):

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

(b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;

(c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;

(d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;

(e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

(f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

12.4 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

12.5 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

12.6 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 in accordance with these Articles or by the Company in general meeting (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.

12.7 Subject to sections 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:

(a) 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;

(b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

(c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

(d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

(e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

(f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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.

12.8 A Director shall not have a Conflict merely by reason of having an interest in any business or legal person who is a Member or who will or may benefit directly or indirectly from anything done in furtherance of the Objects.

12.9 For the purposes of considering whether any Director or Directors have acted or intend to act in a way most likely to promote the success of the Company, the success of the Company shall be the advancement of the Objects.

13. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

14. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall not exceed ten and shall not be less than two.

15. QUALIFICATION OF DIRECTOR

15.1. Each Director shall at all times be a proprietor, director, partner or LLP Member of a business which holds the Qualification

15.2. If a Director ceases to hold the Qualification he shall immediately resign his office as Director.

16. SECRETARY

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

17. CHANGE OF COMPANY NAME

The name of the Company may be changed by:

(a) a decision of the Directors; or

(b) a special resolution of the Members,

or otherwise in accordance with the Act.

MEMBERS

18. MEMBERSHIP

18.1. The Members of the Company shall comprise all organisations and persons holding the Qualification who were also members of Black Country Chamber of Commerce and Industry on 7th February 2019. No other person shall be eligible to be a Member. Membership of the Company cannot be transferred to anybody else.

18.2 Any Member other than a Member who is also a Director, who at any time ceases to have a business address within the geographical boundaries of Walsall Metropolitan Borough Council as those boundaries exist at the date of the adoption of these Articles shall automatically cease to be a Member.

18.3 Article 18.2 shall not apply to any Member who is also a Director.

18.4 Any Member who ceases to be a Director shall become subject to Article 18.2 ..

18.5. The Directors shall as from the first anniversary of the date of adoption of these Articles be entitled to require each Member as a condition of continued membership (and annually thereafter) to sign a written confirmation that such Member continues to hold the Qualification and return the confirmation to the Company within a period of 28 days of being so notified of the requirement. Any Member who fails to provide such confirmation will automatically cease to be a Member on the expiry of the 28 day period.

18.6 This article 18 may not be amended prior to 7th March 2021 and may only be amended or removed thereafter by the passing of a resolution supported by 40% of all the Members and a resolution passed by 75% or more of the Members who vote on it will not be sufficient to make any change to article 17 unless those Members also constitute 40% of the entire Membership.

DECISION MAKING BY MEMBERS

19. GENERAL MEETINGS

The Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year. At the Annual General Meeting the members will receive the report of the Directors and accounts for the financial period then ended and appoint any new Directors standing for election and approve the remuneration of the auditors (if any).

20. VOTES OF MEMBERS

Subject to the Act, at any general meeting:

(a) every Member who is present in person by representative (or by proxy) shall on a show of hands have one vote; and

(b) every Member present in person by representative (or by proxy) shall on a poll have one vote.

21. POLL VOTES

21.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

21.2 Model Article 30(3) 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.

22. PROXIES AND REPRESENTATIVES

22.1 In respect of Proxies Model Article 31(1)(d) 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".

22.2 In respect of Proxies Model Article 31(1) 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.

22.3. Where a person attends a meeting as a Representative the Directors shall be entitled to require as a condition of his attendance at the meeting for him to provide evidence of this authority to act on behalf of the Member and a declaration to that effect.

ADMINISTRATIVE ARRANGEMENTS

23. MEANS OF COMMUNICATION TO BE USED

23.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

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

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

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

(d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

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

24. RULES

The Directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

25. INDEMNITY AND INSURANCE

25.1 Subject to *Article 25.2*, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

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

(ii) in relation to the Company's (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

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in *Article 25.1(a)* and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

25.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

25.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

25.4 In this article:

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

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

(c) a **relevant officer** means any Director or other officer or former Director or other officer of the Company or an associated company

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