

Company number: SC462201

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS

OF

BMM ENERGY SOLUTIONS LIMITED

(the Company)

The following resolutions were duly passed as ordinary and special resolutions of the Company (as indicated) on 6 SEPTEMBER 2016 by way of written resolution in accordance with the provisions of Chapter 2 of Part 13 Companies Act 2006:

ORDINARY RESOLUTION

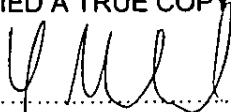
"THAT,

1. The 3 ordinary share of £1.00 each in the issued share capital of the Company be sub-divided into 1,000 ordinary shares of £0.001 each, such shares having the same rights and being subject to the same restrictions (save as to nominal value) as set out in the New Articles to be adopted pursuant to resolution 4.
2. pursuant to section 551 of the Companies Act 2006 (the Act) the directors are hereby generally and unconditionally authorised to exercise all powers of the Company to allot shares up to an aggregate nominal amount of £0.666 comprising 666 A ordinary shares of £0.001 each and this authority shall expire, unless sooner revoked or varied by the Company in general meeting, on the fifth anniversary of the date of passing this resolution save that the Company may before such expiry make an offer or agreement which would or might require shares to be allotted after such expiry and the directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

SPECIAL RESOLUTION

3. subject to the passing of the resolution 2 and in accordance with section 570 of the Act, the Directors be generally empowered to allot equity securities (as defined in section 560 of the Act) pursuant to the authority conferred by resolution 2, as if section 561(1) of the Act did not apply to any such allotment, and free of any pre-emption rights in the New Articles to be adopted pursuant to resolution 4, or in any shareholders' agreement or other agreement between the shareholders of the Company or otherwise (and by signing this resolution the undersigned hereby waive any such rights) provided that this power shall:
 - (a) be limited to the allotment of equity securities up to an aggregate nominal amount of £0.666; and
 - (b) expire on the fifth anniversary of the date of passing this resolution 3, save that the Company may before such expiry make an offer or agreement which would or might require shares to be allotted after such expiry and the directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution 3, has expired.
4. The draft articles of association of the Company attached to this resolution be adopted as the articles of association of the Company (the **New Articles**), in substitution for, and to the exclusion of, the existing articles of association."

CERTIFIED A TRUE COPY



Director

6 SEPTEMBER 2016

Date

WEDNESDAY

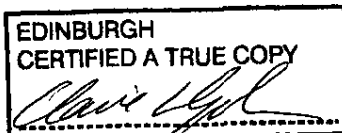


SCT *S5HX9NO2* #451
19/10/2016
COMPANIES HOUSE

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

TM



SOLICITOR 13/10/16

HBJ GATELEY
EXCHANGE TOWER
19 CANNING STREET
EDINBURGH
EH3 8EH
TELE: 0131 228 2400
FAX: 0131 222 9800

ARTICLES OF ASSOCIATION OF

BMM ENERGY SOLUTIONS LTD

Registered Number: SC462201

Incorporated on 24 October 2013

Adopted by Special Resolution on *06 September*

2016

LONDON ♦ MILTON KEYNES



CONTENTS

1	INTERPRETATION	1
2	UNANIMOUS DECISIONS	5
3	QUORUM FOR DIRECTORS' MEETINGS	5
4	CASTING VOTE	6
5	TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY	6
6	DIRECTORS' CONFLICTS OF INTEREST	7
7	RECORDS OF DECISIONS TO BE KEPT.....	8
8	APPOINTMENT OF DIRECTORS	8
9	APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS.....	8
10	RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	9
11	TERMINATION OF ALTERNATE DIRECTORSHIP.....	9
12	SECRETARY.....	10
13	SHARE RIGHTS	10
14	DIVIDENDS	11
15	FURTHER ISSUE OF SHARES: AUTHORITY	11
16	FURTHER ISSUE OF SHARES: PRE-EMPTION RIGHTS	12
17	PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES.....	13
18	VALUATION.....	17
19	PERMITTED TRANSFERS OF SHARES.....	18
20	DEEMED TRANSFER NOTICE	18
21	DRAG AND TAG ALONG	19
22	PURCHASE OF OWN SHARES	20
23	POLL VOTES.....	20
24	PROXIES	20
25	MEANS OF COMMUNICATION TO BE USED	21
26	INDEMNITY.....	22
27	INSURANCE	22

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION (THE "COMPANY")

OF

BMM ENERGY SOLUTIONS LTD

(Adopted by special resolution passed on

2016)

INTRODUCTION

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Articles:

A Ordinary Majority: means the holders of a majority of the A Ordinary Shares

A Ordinary Shares: means A ordinary shares of £0.001 each in the capital of the Company from time to time

Act: means the Companies Act 2006

Adoption Date: means the date of adoption of these Articles

appointor: has the meaning given in article 9.1

Approved Offer: means an arms length offer in writing for all the Shares in issue (including any Shares which may be allotted during the offer period or upon the offer becoming unconditional pursuant to the exercise or conversion of options or rights to subscribe for or securities convertible into Shares in existence at the date of such offer) on equal terms (unless in the case of a particular member less favourable terms are agreed in writing with that member) and which:

- (a) is stipulated to be open for acceptance for at least 15 Business Days;
- (b) includes an undertaking by the offeror that neither it nor any person acting by agreement or understanding with it have entered into more favourable terms or have agreed more favourable terms with any other member for the purchase of Shares; and
- (c) is made by a party that is not a Shareholder or a person Connected to a Shareholder

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

Available Profits: means the profits available for distribution within the meaning of Part 23 the Act

Bad Leaver: means a person who ceases to be an Employee as a consequence of:

- (a) such person's resignation as an Employee at any time during the Relevant Period, except in circumstances which constitute a constructive, wrongful and/or unfair dismissal save in the case that unfair dismissal is as a result of a procedural defect; or
- (b) that person's dismissal as an Employee for cause, where "cause" shall mean:
 - (i) the lawful termination of that person's contract of employment or consultancy without notice or payment in lieu of notice as a consequence of that person's misconduct or as otherwise permitted pursuant to the terms of that person's contract of employment or consultancy; and/or
 - (ii) that person's fair dismissal pursuant to section 98(2) (a) (capability) or 98(2) (b) (conduct) of the Employment Rights Act 1996

Board: means the board of directors of the Company from time to time

Business Day: means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business

Connected: has the meaning given in section 252 of the Act

Conflict: has the meaning given in article 6.1

Controlling Interest: means an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010

Deemed Transfer Notice: means a Transfer Notice which is deemed to have been served by any of the provisions of these Articles

Departing Employee: means an Employee who ceases to be an employee of the Company

director: means any director of the Company from time to time including where applicable any alternate director

eligible director: means 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)

Employee: means an individual who is, after the Adoption Date, an employee of or who does provide consultancy services to, the Company

Fair Value: has the meaning given in article 18.2

Family Trust: means as regards any particular Shareholder (or deceased or former Shareholder) any trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the particular Shareholder and/or any of the Privileged Relations of that

Shareholder (and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of any such person or any voting or other rights attaching thereto are exercisable by or as directed by any such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons)

First Offer Shareholders: means in respect of:

- (a) an offer of A Ordinary Shares, the holders of the A Ordinary Shares; and
- (b) an offer of Ordinary Shares, the holders of the Ordinary Shares

Good Leaver: means a person who ceases to be an Employee and who is not a Bad Leaver

Independent Expert: means the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the Company and the Proposed Seller or, in the absence of agreement between the Company and the Proposed Seller on the identity of the expert within 10 Business Days of the expiry of the period referred to in article 18.1, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator)

Leaver: means a person holding Ordinary Shares who ceases to be employed by the Company

Leaver Shares: means Ordinary Shares held by a Leaver on the Termination Date and any Ordinary Shares that (as at the Termination Date) have been transferred by that Leaver to a Permitted Transferee of the Leaver or by that Permitted Transferee to another Permitted Transferee of the Leaver

Model Articles: means 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

Ordinary Majority: means the holders of a majority of the Ordinary Shares

Ordinary Shares: means ordinary shares of £0.001 each in the capital of the Company from time to time

Permitted Transferee: means any of a Shareholder's Privileged Relations or the trustee(s) of a Family Trust of that Shareholder

Privileged Relation: means in relation to a Shareholder (or a deceased or former Shareholder), a spouse, civil partner (as defined in the Civil Partnerships Act 2004), child or grandchild (including step or adopted or illegitimate child and their issue)

Proposed Seller: means any person proposing to transfer any Shares

Relevant Period: means 36 months from the Adoption Date

Second Offer Shareholders: means in respect of:

- (a) an offer of A Ordinary Shares, the holders of the Ordinary Shares; and
- (b) an offer of Ordinary Shares, the holders of the A Ordinary Shares

Shares: means together the Ordinary Shares and A Ordinary Shares

Shareholder: means a shareholder of the Company from time to time

Shareholders' Agreement: the agreement dated on or around the Adoption Date and made among the Company and the Shareholders

Shareholder Approval: means the prior written approval of the A Ordinary Majority and the Ordinary Majority

Shareholder Majority: means the holder(s) for the time being of not less than 65% by nominal value of all Shares

Termination Date: means:

- (a) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires;
- (b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served;
- (c) where an employee dies, the date of his death; or
- (d) in any other case, the date on which the employment or holding of office is terminated.

Transfer Price: has the meaning given in article 18

- 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 is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

- 1.7 Any words 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, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Articles 8, 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company.
- 1.11 Article 7 of the Model Articles shall be amended by:
- 1.11.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
- 1.11.2 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".
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 1.13 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.14 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".

DIRECTORS

2 UNANIMOUS DECISIONS

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

3 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) held pursuant to article 6 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

4 CASTING VOTE

- 4.1 The chairman of the Board (the "**Chairman**") shall be Mark Mohammed (or such other person as is nominated by an Ordinary Shareholder Majority).
- 4.2 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairman has a casting vote.

5 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

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:

- 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 existing or proposed transaction or arrangement in which he is interested;
- 5.1.3 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;
- 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 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.

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 6 will be effective only if:
- 6.2.1 the matter in question shall have been proposed in writing 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;
 - 6.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the director in question or any other interested director (together the "**Interested Directors**"); and
 - 6.2.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.
- 6.3 Any authorisation of a Conflict under this article 6 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 or situation so authorised;
 - 6.3.2 provide that an 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;
 - 6.3.3 provide that an 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;
 - 6.3.4 impose upon an Interested Director such other terms, conditions, limitations or obligations for the purposes of dealing with the Conflict as the directors determine;
 - 6.3.5 provide that, where an 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 will 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
 - 6.3.6 permit an Interested Director to absent himself from participation in the decision making or 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.
- 6.4 Where the directors authorise a Conflict, an Interested Director will be obliged to conduct himself in accordance with any terms, conditions, limitations or obligations imposed by the directors in relation to the Conflict.

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

6.6 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 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.

7 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 a form that enables the directors to retain a copy of such decisions.

8 APPOINTMENT OF DIRECTORS

8.1 The A Ordinary Majority shall have the right to appoint one director as they see fit and to remove any such director from office. Any such appointment or removal will take effect immediately on written notice served on the Company and signed by the relevant A Ordinary Majority.

8.2 If the A ordinary Majority removes a director appointed under clause 8.1 in accordance with their rights to do so, the A Ordinary Majority shall be responsible for and indemnify the Company against any and all claims by such director for unfair or wrongful dismissal or other compensation arising out of such removal and against any losses, costs or expenses suffered or reasonably incurred as a result thereof.

8.3 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 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

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

9.1.1 exercise that director's powers; and

9.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

9.2 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.

9.3 The notice must:

- 9.3.1 identify the proposed alternate; and
- 9.3.2 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.

10 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 10.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 10.2 Except as the Articles specify otherwise, alternate directors:
 - 10.2.1 are deemed for all purposes to be directors;
 - 10.2.2 are liable for their own acts and omissions;
 - 10.2.3 are subject to the same restrictions as their appointors; and
 - 10.2.4 are not deemed to be agents of or for their appointorsand, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.
- 10.3 A person who is an alternate director but not a director:
 - 10.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
 - 10.3.2 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
 - 10.3.3 shall not be counted as more than one director for the purposes of articles 10.3.1 and 10.3.2.
- 10.4 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.
- 10.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

11 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

- 11.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 11.1.2 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;
- 11.1.3 on the death of the alternate's appointor; or
- 11.1.4 when the alternate's appointor's appointment as a director terminates.

12 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.

13 SHARE RIGHTS

13.1 Subject to the provisions of these Articles, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to:

- 13.1.1 offer or allot;
- 13.1.2 grant rights to subscribe for or to convert any security into; or
- 13.1.3 otherwise deal in, or dispose of,

any Shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.

13.2 The authority referred to in article 13.1:

- 13.2.1 shall be limited to there being in issue:
 - 13.2.1.1 3,000 Ordinary Shares; and
 - 13.2.1.2 750 A Ordinary Shares;
- 13.2.2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by special resolution; and
- 13.2.3 may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

13.3 Except as otherwise provided in these Articles, the Ordinary Shares and the A Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.

14 DIVIDENDS

- 14.1 In any financial year, the Available Profits of the Company shall be used to pay dividends as set out in this article 14.
- 14.2 The Company shall, without resolution of the Board or the Company in general meeting and before application of any Available Profits to reserve or for any other purpose, pay a fixed preferential dividend ("**Preferred Dividend**") of £6,000 per month to the holders of the Ordinary Shares pro rata according to the number of Ordinary Shares held by them respectively, to be paid on the last Business Day of each month to the persons registered as the holders of the Ordinary Shares on the relevant date.
- 14.3 Once all the Preferred Dividends have been paid, any Available Profits remaining that the Company determines to distribute may be distributed among the holders of the A Ordinary Shares and the Ordinary Shares pro rata according to the number of Shares held by them respectively (pari passu as if they were one class of share).
- 14.4 Subject to the Act and these Articles, the Board may pay interim dividends if the Available Profits for the relevant period justify such payment.
- 14.5 Each dividend shall be distributed to the appropriate Shareholders pro rata according to the number of Shares held by them respectively. All dividends are expressed net and shall be paid in cash.
- 14.6 If the Company is unable to pay the Preferred Dividend in full on the due date because there are insufficient Available Profits, it shall pay the Preferred Dividend on the next date and to the extent that it is lawfully able to do so.
- 14.7 Unless the Company has insufficient Available Profits, the Preferred Dividend shall be paid immediately on the due date. Such payment shall be made notwithstanding Regulations 102 to Regulation 108 inclusive of Table A or any other provision of these Articles and in particular notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting.
- 14.8 If the Preferred Dividend is not paid on the due date, it shall immediately become a debt due by the Company and shall be payable in priority to any other dividend.
- 14.9 If the Company is in arrears in paying the Preferred Dividend, the first Available Profits arising shall be applied in or towards paying off any arrears of the Preferred Dividend.

15 FURTHER ISSUE OF SHARES: AUTHORITY

- 15.1 Save to the extent authorised by these Articles, or authorised from time to time by Shareholder Approval, 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.
- 15.2 Subject to the remaining provisions of this article 15, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to:

- 15.2.1 offer or allot;
- 15.2.2 grant rights to subscribe for or to convert any security into;
- 15.2.3 otherwise deal in, or dispose of,

any Shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.

15.3 The authority referred to in article 15.2:

- 15.3.1 shall be limited to a maximum nominal amount of £3.75;
- 15.3.2 shall only apply insofar as the Company has not renewed, waived or revoked it by special resolution; and
- 15.3.3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require Shares to be allotted after the expiry of such authority (and the directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired).

16 FURTHER ISSUE OF SHARES: PRE-EMPTION RIGHTS

- 16.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
- 16.2 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:
 - 16.2.1 shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of offer and shall give details of the number and subscription price of the relevant equity securities; and
 - 16.2.2 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.
- 16.3 Any equity securities not accepted by Shareholders pursuant to the offer made to them in accordance with article 16.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 16.2. 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 the Shareholders in accordance with article 16.2 (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.

- 16.4 Subject to articles 16.2 and 16.3 and to section 551 of the Act, 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.
- 16.5 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.
- 16.6 Notwithstanding any other provision of these Articles, no equity securities shall be allotted to a person who is not already party to the Shareholders' Agreement unless that person has entered into a deed of adherence to, and in the form required by, the Shareholders' Agreement.

17 PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES

- 17.1 Except where the provisions of article 19 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this article 15 unless Shareholder Approval in respect of any transfer of Shares.
- 17.2 A Proposed Seller shall, before transferring or agreeing to transfer any Shares, give notice in writing (a "**Transfer Notice**") to the Company specifying:
 - 17.2.1 subject to article 17.10.2, the number of Shares he wishes to transfer ("**Sale Shares**");
 - 17.2.2 the name of the proposed transferee, if any;
 - 17.2.3 the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (the "**Proposed Sale Price**"); and
 - 17.2.4 subject to article 17.10.1, whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold (a "**Minimum Transfer Condition**").
- 17.3 Once given, a Transfer Notice may only be withdrawn with Shareholder Approval.
- 17.4 As soon as practicable following the later of:
 - 17.4.1 receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served); and
 - 17.4.2 the determination of the Transfer Price,the directors shall (unless the Transfer Notice is withdrawn in accordance with article 17.3) offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 15 at the Transfer Price. Each offer shall be in writing and shall give details of the number and Transfer Price of the Sale Shares offered.
- 17.5 If the Sale Shares are A Ordinary Shares, the Company shall offer them in the following order of priority:

17.5.1 first, to the holders of A Ordinary Shares (other than the Proposed Seller);

17.5.2 second, to the holders of Ordinary Shares,

in each case on the basis set out in articles 17.7 to 17.14 (inclusive).

17.6 If the Sale Shares are Ordinary Shares, the Company shall offer them in the following order of priority:

17.6.1 first, to the holders of Ordinary Shares (other than the Proposed Seller);

17.6.2 second, to the holders of A Ordinary Shares,

in each case on the basis set out in articles 17.7 to 17.14 (inclusive).

17.7 To the extent that the Sale Shares have not been accepted pursuant to article 17.5.1 or article 17.6.1 within 30 Business Days (or such shorter period as the Board shall determine) of being offered pursuant to article 17.5.1 or article 17.6.1, the directors shall offer the Sale Shares to the First offer Shareholders (other than the Proposed Seller), inviting such offerees to apply in writing within the period from the date of the offer to the date 30 Business Days after the offer (both dates inclusive) (the "**First Offer Period**") for the maximum number of Sale Shares they wish to buy.

17.8 If:

17.8.1 at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the directors shall allocate the Sale Shares to each First Offer Shareholder who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares of the class being offered held by all First Offer Shareholders (other than the Proposed Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the directors). No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;

17.8.2 not all Sale Shares are allocated following allocations in accordance with article 17.8.1, but there are applications for Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 17.8.1. The procedure set out in this article 17.8.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and

17.8.3 at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the directors shall allocate the Sale Shares to the First Offer Shareholders in accordance with their applications. The balance (the "**Initial Surplus Shares**") shall be dealt with in accordance with article 17.9.

17.9 If:

- 17.9.1 at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is equal to or exceeds the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to each Second Offer Shareholder who has applied for Initial Surplus Shares in the proportion which his existing holding of Shares of the class held by the Second Offer Shareholders bears to the total number of Shares of the class held by all Second Offer Shareholders (other than the Proposed Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Initial Surplus Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the directors). No allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy;
- 17.9.2 not all Initial Surplus Shares are allocated following allocations in accordance with article 17.9.1, but there are applications for Initial Surplus Shares that have not been satisfied, the directors shall allocate the remaining Initial Surplus Shares to such applicants in accordance with the procedure set out in article 17.9.1. The procedure set out in this article 17.9.2 shall apply on any number of consecutive occasions until either all Initial Surplus Shares have been allocated or all applications for Initial Surplus Shares have been satisfied; and
- 17.9.3 at the end of the Second Offer Period, the total number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to the Second Offer Shareholders in accordance with their applications. The balance (the "**Second Surplus Shares**") shall, subject to article 17.10, be offered to any other person in accordance with article 17.14.

17.10 Where the Transfer Notice contains a Minimum Transfer Condition:

- 17.10.1 any allocation shall be conditional on the fulfilment of the Minimum Transfer Condition; and
- 17.10.2 if the total number of Sale Shares applied for under article 17.6 to article 17.15 (inclusive) is less than the number of Sale Shares, the Board shall notify the Proposed Seller and all those Shareholders to whom Sale Shares have been conditionally allocated stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

17.11 Where either:

- 17.11.1 the Transfer Notice does not contain a Minimum Transfer Condition; or
- 17.11.2 allocations have been made in respect of all the Sale Shares,

the directors shall, when no further offers or allocations are required to be made, give notice in writing of the allocations of Sale Shares (an "**Allocation Notice**") to the Proposed Seller and each Shareholder to whom Sale Shares have been allocated (each an "**Applicant**"). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 15 Business Days, but not more than 25 Business Days, after the date of the Allocation Notice).

- 17.12 On the date specified for completion in the Allocation Notice, the Proposed Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.
- 17.13 If the Proposed Seller fails to comply with article 17.12:
- 17.13.1 the Chairman (or, failing him, any other director or some other person nominated by a resolution of the directors) may, as agent and/or attorney on behalf of the Proposed Seller:
- 17.13.1.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- 17.13.1.2 receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
- 17.13.1.3 (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
- 17.13.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Proposed Seller until he has delivered his certificate(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.
- 17.14 Where a Transfer Notice lapses pursuant to article 17.10.2 or an Allocation Notice does not relate to all the Sale Shares, then, subject to article 17.15, the Proposed Seller may, at any time during the 60 Business Days following the date of lapse of the Transfer Notice, or the date of service of the Allocation Notice as the case may be, transfer the Sale Shares (in the case of a lapsed offer) or the Surplus Shares (as the case may be) to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this article 17.14 shall continue to be subject to any Minimum Transfer Condition.
- 17.15 The Proposed Seller's right to transfer Shares under article 17.14 does not apply if the directors reasonably consider that:
- 17.15.1 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- 17.15.2 the Proposed Seller has failed or refused to promptly provide information available to him and reasonably requested to enable it to form the opinion referred to in article 17.15.1.
- 17.16 Save as expressly provided in these Articles, a transfer of Shares in accordance with these Articles shall mean a transfer of the entire legal and beneficial interest in such Shares, whereby a Shareholder cannot transfer one without the other.

18 VALUATION

- 18.1 The Transfer Price for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the directors (any director with whom the Proposed Seller is connected not voting), acting with the Proposed Seller or, in default of agreement within 15 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the board of directors first has actual knowledge of the facts giving rise to such deemed service), the Fair Value of each Sale Share.
- 18.2 The Fair Value shall be the price per Sale Share determined by the Independent Expert on the following bases and assumptions:
- 18.2.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);
 - 18.2.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 18.2.3 that the Sale Shares are capable of being transferred without restriction;
 - 18.2.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and
 - 18.2.5 reflecting any other factors which the Independent Expert reasonably believes should be taken into account.
- 18.3 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.
- 18.4 The directors will give the Independent Expert access to all accounting records or other relevant documents of the Company, subject to it agreeing such confidentiality provisions as the directors may reasonably impose.
- 18.5 The parties are entitled to make written submissions to the Independent Expert and shall provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent Expert may reasonably require for the purpose of reaching a decision.
- 18.6 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 18.7 The Independent Expert shall be requested to determine the Fair Value within 30 Business Days of its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Proposed Seller.
- 18.8 The cost of obtaining the Independent Expert's certificate shall be borne by the parties equally or in such other proportions as the Independent Expert directs.

19 PERMITTED TRANSFERS OF SHARES

- 19.1 Subject to articles 19.2 and 19.3, a holder of Ordinary Shares (the "**Original Shareholder**") may transfer all or any of his Ordinary Shares to a Permitted Transferee without restriction as to price or otherwise.
- 19.2 A Shareholder holding Shares as a result of:
- 19.2.1 a transfer by an Original Shareholder under article 19.1; or
 - 19.2.2 a transfer by a Permitted Transferee of an Original Shareholder in accordance with article 19.2.2 may, subject to article 19.3, transfer any or all such Shares back to that Original Shareholder (or to one or more other Permitted Transferees of that Original Shareholder) without restriction as to price or otherwise.
- 19.3 A Shareholder may only transfer shares to the trustees of a Family Trust if the Board (acting with Shareholder Approval) is satisfied:
- 19.3.1 with the terms of the Family Trust and, in particular, with the powers of the trustees;
 - 19.3.2 with the identity of the trustees; and
 - 19.3.3 that no costs (including any liability to tax) incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.
- 19.4 If the Original Shareholder is an individual and a Permitted Transfer has been made to a Privileged Relation of the Original Shareholder, the Permitted Transferee (or the transmittee(s) of any such person), shall within 20 Business Days of ceasing to be a Privileged Relation of the Original Shareholder (whether by reason of death, divorce or otherwise) either:
- 19.4.1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
 - 19.4.2 give a Transfer Notice to the Company in accordance with article 15,
- failing which a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this article 19.4. This article 19.4 shall not apply to a transmittee of a Permitted Transferee if that transmittee is also a Permitted Transferee of the Original Shareholder, to the extent that such transmittee is legally or beneficially entitled to those Shares.

20 DEEMED TRANSFER NOTICE

- 20.1 Subject to articles 20.3 and 20.4, if an Employee becomes a Departing Employee the relevant Employee (and, where relevant, his Permitted Transferees) shall be deemed to have given a Transfer Notice on the relevant Termination Date in respect of all the Leaver Shares and any Transfer Notice served in respect of any of such Leaver Shares before the date such Employee becomes a Departing Employee shall automatically lapse. In such circumstances the Transfer Price shall be as follows:

20.1.1 where the Departing Employee is a Bad Leaver, the nominal value the Leaver Shares;
and

20.1.2 where the Departing Employee is a Good Leaver, Fair Value.

20.2 For the purposes of this article, Fair Value shall be as agreed between the Board (acting with Shareholder Approval) and the relevant Employee (whose Shares and whose Permitted Transferees' Shares shall be ignored when determining whether Shareholder Approval has been obtained), or failing agreement within five Business Days of seeking to agree such price, shall be as determined in accordance with article 18.

20.3 If the Departing Employee is a Good Leaver who ceases to be an Employee after 31 July 2019, then the provisions of article 20.1 shall not apply.

20.4 If the Departing Employee ceases to be an Employee for reasons of ill health, then article 20.1 shall apply but only in respect of 50% of his Leaver Shares.

21 DRAG AND TAG ALONG

21.1 Notwithstanding the provisions relating to the transfer of Shares in these Articles, if a transfer of Shares would result, if made and registered, in a person and /or persons Connected to him and/or his or their Permitted Transferees (as set out in article 19) obtaining a Controlling Interest, no transfer of Shares shall be made or registered unless an Approved Offer is made and accepted.

21.2 Any transfer of Shares in the Company pursuant to an Approved Offer shall not be subject to the restrictions on transfer or pre-emption provisions contained in these Articles.

21.3 If at any time an Approved Offer is made which:-

21.3.1 (in the case of an Approved Offer under which the price per A Ordinary Share is more than 150% of the average subscription price of all the A Ordinary Shares) is accepted by the holders of more than 50% of the Shares; or

21.3.2 (in the case of an Approved Offer under which the price per A Ordinary Share is not more than 150% of the average subscription price of all the A Ordinary Shares) obtains Shareholder Approval

the Shareholders who have not accepted the Approved Offer shall be obliged to accept the Approved Offer in respect of the Shares held by them and to sell all of the Shares held by them in accordance with such Approved Offer.

21.4 If any person (a "**Compulsory Transferor**") fails to transfer any Shares in accordance with article 21.3 above within 25 Business Days of the Approved Offer having been made the directors may authorise any person to execute and deliver on his behalf the necessary stock transfer form transferring the relevant Shares with full title guarantee and the Company shall receive the purchase money in trust for the Compulsory Transferor and cause the purchaser to be registered as the holder of such shares (subject to payment of any stamp duty). The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof). The Compulsory Transferor shall in such case be bound to deliver up

his certificate for such Shares to the Company whereupon he shall be entitled to receive the purchase price without interest.

22 PURCHASE OF OWN SHARES

22.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of:

22.1.1 £15,000; and

22.1.2 the value of 5% of the Company's share capital.

22.2 Subject to the remaining provisions of this article 22, on a purchase of Shares in accordance with Chapter 4 of Part 18 of the Act, the Company may:

22.2.1 hold the Shares (or any of them) in treasury;

22.2.2 deal with any of the Shares, at any time, in accordance with section 727; or

22.2.3 cancel any of the Shares, at any time, in accordance with section 729 of the Act.

DECISION MAKING BY SHAREHOLDERS

23 POLL VOTES

23.1 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.

23.2 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.

24 PROXIES

24.1 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".

24.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

25 MEANS OF COMMUNICATION TO BE USED

- 25.1 Subject to article 25.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 25.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 25.1.2 if sent by fax, at the time of transmission; or
 - 25.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
 - 25.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
 - 25.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 25.1.6 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - 25.1.7 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; and
 - 25.1.8 if deemed receipt under the previous paragraphs of this article 25.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 25.2 To prove service, it is sufficient to prove that:
- 25.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
 - 25.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
 - 25.2.3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
 - 25.2.4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

26 INDEMNITY

26.1 Subject to article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

26.1.1 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:

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

26.1.1.2 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

26.1.2 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 26.1.1.2 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

26.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

26.3 In this article:

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

26.3.2 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).

27 INSURANCE

27.1 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.

27.2 In this article:

- 27.2.1 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);
- 27.2.2 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
- 27.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.