THE COMPANIES ACT 2006

COMPANY NUMBER. 06038489

WRITTEN RESOLUTION

OF

MW LEISURE ESTATES LTD

I, the undersigned, holding the requisite number of issued shares for the passing of a special resolution of the Company and entitled to receive notice of and to attend and vote at General Meetings HEREBY PASS the following resolutions as Special Resolutions and agree that the said resolutions shall, pursuant to Section 283 of the Companies Act 2006 for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held

IT IS RESOLVED

1 THAT the 40 B Ordinary Shares of £1 each in the capital of the Company registered in the name of Mark Williams be redesignated as 40 Ordinary Shares of £1 each ranking pari passu in all respects with the Ordinary Shares previously allotted, and

2 THAT the regulations set forth in the printed document attached to this resolution, and for the purposes of identification marked "A", be approved and adopted as the Articles of Association of the Company, in substitution for, and to the exclusion of, all existing Articles thereof

Dated 18 / 01 / 2013

Signed

Mark Williams

THURSDAY

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A10 07/02/2013 #82

COMPANIES HOUSE

Notes

1 The Purpose of this Resolution is to redesignate the share capital and to adopt new Articles of Association If the resolution is a special resolution the requisite majority needed to pass the resolution is three fourths of the members eligible to vote If the resolution is an Ordinary Resolution a simple majority is needed in order for the resolution to be passed

2 This Resolution shall be deemed to constitute written consent from the holders of the B Ordinary Shares of £1 each in the capital of the Company pursuant to section 630 of the Companies Act 2006

3 The circulation date of these written resolutions is 18 / 01 / 2013

4 If you agree to all resolutions, please signify your agreement by signing against your name where indicated, enter the date on which you signed the document Please then return the document to the Company

5 If you return the document signed, but un-dated, it will be assumed by the Company that you signed the document on the day immediately preceding the day on which it was received by the Company

6 If not passed by the requisite majority of members, these written resolutions shall lapse 28 days from the date of circulation as stated in 2

7 Once these resolutions have been signed and returned to the Company, your agreement to them may not be revoked

The Companies Act 2006
Private Company Limited by Shares

MW LEISURE ESTATES LTD

ARTICLES OF ASSOCIATION

Company Number: 06038489
Incorporated on 02 January 2007

A1 Company Services Limited
Winnington House
2 Woodberry Grove
North Finchley
London, N12 0DR
Telephone:- 020-8492-6363

Articles of Association

Of

MW LEISURE ESTATES LTD

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 **Defined terms**

1 1 In these articles, unless the context requires otherwise

appointor has the meaning given to that term in Article 17 1,

articles means the company's articles of association for the time being in force,

Articles means the articles of association set out in this document which, together with the Model Articles (as modified or excluded by this document) forming part of the articles, and **Article** shall be construed accordingly,

call has the meaning given to that term in Article 26 1,

call notice has the meaning given to that term in Article 26 1,

call payment date has the meaning given to that term in Article 29 2 1,

company's lien has the meaning given to that term in Article 24,

Clear Days means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

Conflict has the meaning given to that term in Article 11 2,

conflicted director means a director who has, or could have, a Conflict in a situation involving the company and consequently whose vote is not to be counted in any vote to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such matter is to be voted upon,

corporate representative has the meaning given to that term in Article 55,

Excess Securities has the meaning given to that term in Article 22 3 2,

holder in relation to shares means the person whose name is entered in the register of members as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant,

lien enforcement notice has the meaning given to that term in Article 25,

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,

non-conflicted director means any director who is not a conflicted director;

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

proxy notification address has the meaning given to that term in Article 54 1,

relevant officer has the meaning given to that term in Articles 59 3 2 or 60 2 1, as the case may be,

relevant loss has the meaning given to that term in Article 60 2 2,

relevant rate has the meaning given to that term in Article 29 2 2,

transfer or **transferring** has the meaning given to those terms respectively in Article 37 1, and

United Kingdom means Great Britain and Northern Ireland

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 Companies Act 2006 as in force on the date when these Articles become binding on the company 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 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force

1 5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

1 6 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles

1 7 Articles 7, 8, 11(2) and (3), 13(2), 14(1) to (4) inclusive, 17(2), 19(5), 21, 26(5), 44(4), 45(1), 46(3), 52 and 53 of the Model Articles shall not apply to the company

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

2 **Directors' general authority**

Article 3 of the Model Articles shall be amended by the insertion of the words "and to the applicable provisions for the time being of the Companies Acts", after the phrase "subject to the articles"

3 **Change of Company name**

Without prejudice to the generality of Article 2, the directors may resolve in accordance with Article 5 to change the Company's name

4 **Committees**

Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of power, authority or discretion by the committee

DECISION-MAKING BY DIRECTORS

5 **Directors to take decisions collectively**

5 1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with

Article 6 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 7 (Unanimous decisions)

5 2 If

5 2 1 the company only has one director for the time being, and

5 2 2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making

5 3 Subject to the articles, each director participating in a directors' meeting has one vote

6 **Directors' written resolutions**

6 1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors)

6 2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors)

6 3 Notice of a proposed directors' written resolution must indicate

6 3 1 the proposed resolution, and

6 3 2 the time by which it is proposed that the directors should adopt it

6 4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting

6 5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles

7 **Unanimous decisions**

7 1 A decision of the directors is taken in accordance with this Article 7 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter

7 2 A decision may not be taken in accordance with this Article 7 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting

7 3 Once a directors' unanimous decision is taken in accordance with this Article 7 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles

8 **Calling a directors' meeting**

8 1 Article 9 of the Model Articles shall be amended by

8 1 1 inserting the words "each of" before the words "the directors",

8 1 2 by inserting the phrase "(including alternate directors) ,whether or not he is absent from the UK," after the words "the directors",

8 1 3 by inserting the words "subject to article 9(4)" at the beginning of article 9(3) of the Model Articles, and

8 1 4 by inserting the words "prior to or up to and including" before the words "not more than seven days" in article 9(4) of the Model Articles

9 **Chairman's casting vote at directors' meetings**

9 1 Article 13(1) of the Model Articles shall be amended by the insertion of the words "at a meeting of directors" after the word "proposal"

9 2 Article 13(1) of the Model Articles (as amended by Article 9 1) does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon)

10 **Quorum for directors' meetings**

10 1 Subject to Article 10 2, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these articles and accordingly the quorum for the transaction of business in these circumstances shall be one

10 2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 11 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director

11 **Directors' conflicts of interests**

11 1 For the purposes of this Article 11, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests

11 2 The directors may, in accordance with the requirements set out in this Article 11, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a **Conflict**)

11 3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors

11 4 Any authorisation under this Article 11 will be effective only if

11 4 1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine,

11 4 2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s), and

11 4 3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted

11 5 Any authorisation of a Conflict under this Article 11 may (whether at the time of giving the authorisation or subsequently)

11 5 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised,

11 5 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, or

11 5 3 be terminated or varied by the directors at any time

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

11 6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to

11 6 1 disclose such information to the directors or to any director or other officer or employee of the company, or

11 6 2 use or apply any such information in performing his duties as a director,

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

11 7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director

11 7 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,

11 7 2 is not given any documents or other information relating to the Conflict,

11 7 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict

11 8 Where the directors authorise a Conflict

11 8 1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict,

11 8 2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation

11 9 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 receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or 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 nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006

11 10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 11 5 2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office

11 10 1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the company or in which the company is otherwise interested,

11 10 2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the company, in which he is in any way directly or indirectly interested,

11 10 3 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,

11 10 4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested, and

11 10 5 shall not, by reason of his office, be accountable to the company for any benefit which he (or anyone connected with him (as defined in section 252 of the Companies Act 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of the Companies Act 2006

12 **Records of decisions to be kept**

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

APPOINTMENT OF DIRECTORS

13 **Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one

14 **Methods of appointing directors**

14 1 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

14 2 For the purposes of Article 14 1, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

15 **Termination of director's appointment**

Article 18(c) of the Model Articles shall be amended by the addition of the words "and the Company resolves that his office be vacated" at the end of the sub-Article

16 **Directors' expenses**

Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary (if any)" before the words "properly incur"

ALTERNATE DIRECTORS

17 **Appointment and removal of alternate directors**

17 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

17 1 1 exercise that director's powers, and

17 1 2 carry out that director's responsibilities,

17 1 3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor

17 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

17 3 The notice must

17 3 1 identify the proposed alternate, and

17 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

18 **Rights and responsibilities of alternate directors**

18 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

18 2 Except as the articles specify otherwise, alternate directors

18 2 1 are deemed for all purposes to be directors,

18 2 2 are liable for their own acts and omissions,

18 2 3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 inclusive of the Companies Act 2006 and Article 11), and

18 2 4 are not deemed to be agents of or for their appointors,

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

18 3 A person who is an alternate director but not a director

18 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 and provided that no alternate may be counted as more than one director for these purposes),

18 3 2 may participate in a unanimous decision of the directors (but only if his appointor does not participate), and

18 3 3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)

18 4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present

18 5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

19 **Termination of alternate directorship**

An alternate director's appointment as an alternate for any appointor terminates

19 1 when that appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

19 2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms,

19 3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director,

19 4 on the death of that appointor, or

19 5 when the alternate's appointor's appointment as a director terminates

SECRETARY

20 Appointment and removal of 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

PART 3

SHARES AND DISTRIBUTIONS

SHARES

21 Further issues of shares authority

21 1 The following paragraphs of this Article 21 shall not apply to a private company with only one class of shares

21 2 Subject to Article 21 1 and save to the extent authorised by these articles, or authorised from time to time by an ordinary resolution of the shareholders, 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

21 3 Subject to the remaining provisions of this Article 21 and to Article 22 (Further issues of shares pre-emption rights) and to any directions which may be given by the company in general meeting, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Companies Act 2006 to exercise any power of the company to

21 3 1 offer or allot,

21 3 2 grant rights to subscribe for or to convert any security into,

21 3 3 otherwise create, 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

21 4 The authority referred to in Article 21 3

21 4 1 shall be limited to a maximum nominal amount of £1,000,

21 4 2 shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution, and

21 4 3 may only be exercised for a period of five years commencing on the date on which the company is incorporated or these articles are adopted whichever is the later, 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)

22 **Further issues of shares pre-emption rights**

22 1 In accordance with section 567(1) of the Companies Act 2006, sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the company

22 2 Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities, 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 such other person on a pari passu basis and pro rata to the nominal value of shares held by those shareholders (as nearly as possible without involving fractions)

22 3 The offer

22 3 1 shall be in writing, shall be open for acceptance for a period of fifteen working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities, and

22 3 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

22 4 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with Articles 22 1 and 22 2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 22 3 2 If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each shareholder indicated he would accept bears to the total number of Excess Securities applied for (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

23 **Variation of class rights**

23 1 Whenever the capital of the company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the company is a going concern or during or in contemplation of a winding up, with the consent of the holders of the issued shares of that class given in accordance with Article 23 2

23 2 The consent of the holders of a class of shares may be given by

23 2 1 a special resolution passed at a separate general meeting of the holders of the issued shares of that class, or

23 2 2 a written resolution in any form signed by or on behalf of the holders of three-quarters in nominal value of the issued shares of that class,

but not otherwise To every such meeting, all the provisions of these articles and the Companies Act 2006 relating to general meetings of the company shall apply (with such amendments as may be necessary to give such provisions efficacy) but so that the necessary quorum shall be two holders of shares of the relevant class present in person or by proxy and holding or representing not less than one third in nominal value of the issued shares of the relevant class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, and that any holder of shares of the class, present in person or by proxy or (being a corporation) by a duly authorised representative, may demand a poll If at any adjourned meeting of such holders such a quorum as aforesaid is not present, not less than one holder who is present in person or by proxy or (being a corporation) by a duly authorised representative shall be a quorum

24 **Company's lien over shares**

The company has a lien (**company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future and whether or not a call notice has been sent in respect of it

24 1 The company's lien over a share

24 1 1 takes priority over any third party's interest in that share, and

24 1 2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share

24 2 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part

25 **Enforcement of the company's lien**

25 1 Subject to the provisions of this Article 25, if

25 1 1 a lien enforcement notice has been given in respect of a share, and

25 1 2 the person to whom the notice was given has failed to comply with it,

the company may sell that share in accordance with Article 33 5

25 2 A lien enforcement notice

25 2 1 may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,

25 2 2 must specify the share concerned,

25 2 3 must be in writing and require payment of the sum payable within fourteen days of the notice,

25 2 4 must be addressed either to the holder of the share or to a transmittee of that holder; and

25 2 5 must state the company's intention to sell the share if the notice is not complied with

25 3 Where shares are sold under this Article 25

25 3 1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

25 3 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

25 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

25 4 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,

25 4 2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for

any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable immediately or at some time in the future) as existed over the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice

25 5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been sold to satisfy the company's lien on a specified date

25 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

25 5 2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

26 **Call notices**

26 1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (**call notice**) to a shareholder requiring the shareholder to pay the company a specified sum of money (**call**) which is payable by that member to the Company at the date when the directors decide to send the call notice

26 2 A call notice

26 2 1 must be in writing,

26 2 2 may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the company,

26 2 3 must state when and how any call to which it relates it is to be paid, and

26 2 4 may permit or require the call to be paid by instalments

26 3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before fourteen days have passed since the notice was sent

26 4 Before the company has received any call due under a call notice the directors may

26 4 1 revoke it wholly or in part, or

26 4 2 specify a later time for payment than is specified in the notice,

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

27 **Liability to pay calls**

27 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid

27 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share

27 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them

27 3 1 to pay calls which are not the same, or

27 3 2 to pay calls at different times

28 **When call notice need not be issued**

28 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share

28 1 1 on allotment,

28 1 2 on the occurrence of a particular event, or

28 1 3 on a date fixed by or in accordance with the terms of issue

28 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

29 **Failure to comply with call notice automatic consequences**

29 1 If a person is liable to pay a call and fails to do so by the call payment date

29 1 1 the directors may issue a notice of intended forfeiture to that person, and

29 1 2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate

29 2 For the purposes of this Article 29

29 2 1 the **call payment date** is the time when the call notice states that a call is payable, unless the directors give a notice in writing specifying a later date, in which case the **call payment date** is that later date,

29 2 2 the **relevant rate** is

29 2 2 1 the rate fixed by the terms on which the share in respect of which the call is due was allotted,

29 2 2 2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or

29 2 2 3 if no rate is fixed in either of these ways, five per cent (5%) per annum

29 3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998

29 4 The directors may waive any obligation to pay interest on a call wholly or in part

30 **Notice of intended forfeiture**

30 1 A notice of intended forfeiture

30 1 1 must be in writing,

30 1 2 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,

30 1 3 must be sent to the holder of that share (or, in the case of joint holders of a share in accordance with Article 57 3) or to a transmittee of that holder in accordance with Article 57 4,

30 1 4 must require payment of the call and any accrued interest and all expenses that may have been incurred by the company by reason of such non-payment by a date which is not less than fourteen days after the date of the notice,

30 1 5 must state how the payment is to be made, and

30 1 6 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

31 **Directors' power to forfeit shares**

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

32 **Effect of forfeiture**

32 1 Subject to the articles, the forfeiture of a share extinguishes

32 1 1 all interests in that share, and all claims and demands against the company in respect of it, and

32 1 2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the company

32 2 Any share which is forfeited in accordance with the articles

32 2 1 is deemed to have been forfeited when the directors decide that it is forfeited,

32 2 2 is deemed to be the property of the company, and

32 2 3 may be sold, re-allotted or otherwise disposed of as the directors think fit in accordance with Article 33 5

32 3 If a person's shares have been forfeited

32 3 1 the company must send that person written notice that forfeiture has occurred and record it in the register of members,

32 3 2 that person ceases to be a shareholder in respect of those shares,

32 3 3 that person must surrender the certificate for the shares forfeited to the company for cancellation,

32 3 4 that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and

32 3 5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal

32 4 At any time before the company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit

33 **Procedure following forfeiture**

33 1 If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer

33 2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been forfeited on a specified date

33 2 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

33 2 2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

33 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

33 4 If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which

33 4 1 was, or would have become, payable, and

33 4 2 had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the company is not required to account for any money earned on them

33 5 All shares to be sold in the enforcement of the company's lien or rights of forfeiture shall be offered in accordance with Article 37 (Transfer of shares- general)

34 **Surrender of shares**

34 1 A shareholder may surrender any share

34 1 1 in respect of which the directors may issue a notice of intended forfeiture,

34 1 2 which the directors may forfeit, or

34 1 3 which has been forfeited

34 2 The directors may accept the surrender of any such share

34 3 The effect of surrender on a share is the same as the effect of forfeiture on that share

34 4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

35 **Payment of commission on subscription for shares**

35 1 The company may pay any person a commission in consideration for that person

35 1 1 subscribing, or agreeing to subscribe, for shares, or

35 1 2 procuring, or agreeing to procure, subscriptions for shares

35 2 Any such commission may be paid

35 2 1 in cash, or in fully paid or partly paid shares or other securities or partly in one way and partly in the other; and

35 2 2 in respect of a conditional or an absolute subscription

36 **Share certificates**

36 1 Article 24(2)(c) of the Model Articles shall be amended by

36 1 1 the deletion of the word "fully" and the insertion of the words "extent to which" before the word "shares", and

36 1 2 the word "up" at the end of this Article 24(2)(c)

37 **Transfer of shares general**

37 1 In these articles, a reference to the **transfer** of or **transferring** shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition

37 1 1 of any share or shares of the company, or

37 1 2 of any interest of any kind in any share or shares of the company, or

37 1 3 of any right to receive or subscribe for any share or shares of the company

37 2 The Directors may, in their absolute discretion, decline to register the transfer of a share whether or not it be a fully paid share

37 3 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the company, send to the transferee notice of, and the reasons for, the refusal

37 4 An obligation to transfer a share under these articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance

37 5 Article 26(1) of the Model Articles shall be amended by the insertion of the words "and (if any of the shares is partly paid) the transferee" at the end of that article

38 **Voluntary transfers**

A member wishing to dispose of all or any of his shares shall give notice to the directors and such notice shall constitute the company as agent of the transferor member Unless the company in general meeting shall otherwise direct, all such shares shall be offered to the remaining members in proportion to their existing holding at the date of the offer and such offer is to be made in writing specifying the number of shares to which the member is entitled and limiting the period within which the offer, if not accepted, will be deemed to be declined After the expiration of that period those shares so deemed to be declined shall be offered in the aforesaid proportions to those members who have accepted all the shares offered to them The directors may, at their discretion allot, or otherwise dispose of any such shares not accepted pursuant to such offer or further offer as they think fit save that such disposal shall not be on terms more favourable to the subscribers than the terms on which they were offered to the members

39 **Prohibited transfers**

Notwithstanding any other provision of these articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind

40 **Transmission of shares**

40 1 Nothing in these articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder

40 2 Article 27(3) of the Model Articles shall be amended by the insertion of the words "subject to the provisions of Article 14 1", after the initial word "But"

41 **Transmittees bound by prior notices**

Article 29 of the Model Articles shall be amended by the insertion of the words "or the name of any person nominated under article 27(2)" after the words "transmittee's name"

42 **Procedure for disposing of fractions of shares**

42 1 This Article applies where

42 1 1 there has been a consolidation or division of shares, and

42 1 2 as a result, shareholders are entitled to fractions of shares

42 2 The directors may

42 2 1 sell the shares representing the fractions to any person including the company for the best price reasonably obtainable,

42 2 2 authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

42 2 3 distribute the net proceeds of sale in due proportion among the holders of the shares

42 3 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions

42 4 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

DIVIDENDS AND OTHER DISTRIBUTIONS

43 **Calculation of dividends**

43 1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be

43 1 1 declared and paid according to the amounts paid up on the shares on which the dividend is paid, and

43 1 2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend in paid

43 2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly

44 **Deductions from distributions in respect of sums owed to the company**

44 1 If

44 1 1 a share is subject to the company's lien, and

44 1 2 the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice

44 2 Money so deducted must be used to pay any of the sums payable in respect of that share

44 3 The company must notify the distribution recipient in writing of

44 3 1 the fact and amount of any such deduction,

44 3 2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and

44 3 3 how the money deducted has been applied

CAPITALISATION OF PROFITS

45 **Authority to capitalise and appropriation of capitalised sums**

Article 36(4) of the Model Articles shall be amended by inserting the phrase "in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or" after the words "may be applied"

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

46 **Convening general meetings**

The directors may call general meetings and, on the requisition of shareholders pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with the Companies Act 2006 If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the shareholders requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting If the company has only a single shareholder, such shareholder shall be entitled at any time to call a general meeting

47 **Notice of general meetings**

47 1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the shareholders having a right to attend and vote, being a majority together holding not less than ninety per cent (90%) in nominal value of the shares at the meeting, giving that right

47 2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it

47 3 Subject to the provisions of these articles and to any restrictions imposed on any shares, the notice shall be given to all shareholders, to all persons entitled to a share in consequence of the death or bankruptcy of a shareholder (if the company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the company

47 4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

48 **Resolutions requiring special notice**

48 1 If the Companies Act 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the company at least twenty-eight Clear Days before the general meeting at which it is to be proposed

48 2 Where practicable, the company must give the shareholders notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed Where that is not practicable, the company must give the shareholders at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation

48 3 If, after notice to propose such a resolution has been given to the company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 48 1

49 **Quorum for general meetings**

No business shall be transacted at any meeting unless a quorum is present Subject to section 318(2) of the Companies Act 2006, two qualifying persons (as defined in section 318(3) of the Companies Act 2006) entitled to vote upon the business to be transacted shall be a quorum, provided that if the company has only a single shareholder, the quorum shall be one such qualifying person

50 **Adjournment**

Article 41(1) of the Model Articles shall be amended by inserting the following sentence at the end of the first sentence of that article "If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved"

VOTING AT GENERAL MEETINGS

51 **Voting: general**

51 1 Subject to any rights or restrictions attached to any shares, on a show of hands, every shareholder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a shareholder, in which case he shall have more than one vote) shall have one vote A proxy shall not be entitled to vote on a show of hands

51 2 No shareholder shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid

51 3 In the case of joint holders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members

51 4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

52 **Poll votes**

52 1 On a poll every shareholder who (being an individual is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder, subject to any rights or restrictions attached to any specific class of share On a poll, a shareholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way

52 2 Article 44(2) of the Model Articles shall be amended by the insertion of the following sub-paragraph as article 44(2)(e)

"a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right "

52 3 Article 44(3) of the Model Articles shall be amended by inserting the following sentence at the end of the Article

"A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made"

52 4 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

52 5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made

52 6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken

53 **Content of proxy notices**

53 1 Subject to the provisions of these articles, a shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting A shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder

53 2 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which

53 2 1 states the name and address of the shareholder appointing the proxy,

53 2 2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,

53 2 3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and

53 2 4 is delivered to the company in accordance with the articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the company

53 2 4 1 subject to Articles 53 2 4 2 and 53 2 4 3, in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised,

53 2 4 2 in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll, or

53 2 4 3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered and received in such manner shall be invalid

53 3 Article 45(3) of the Model Articles shall be amended by the addition of the following at the end of the article

" and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting "

54 **Delivery of proxy notices**

54 1 Any notice of a general meeting must specify the address or addresses (**proxy notification address**) at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form

54 2 Article 46(1) of the Model Articles shall be amended by inserting the words "to a proxy notification address" at the end of that Article

54 3 A notice revoking a proxy appointment only takes effect if it is received by the company

54 3 1 Subject to Articles 54 3 2 and 54 3 3, in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised,

54 3 2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll, or

54 3 3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,

and a notice which is not delivered and received in such manner shall be invalid

54 4 In calculating the periods referred to in Article 53 (Content of proxy notices) and this Article 54, no account shall be taken of any part of a day that is not a working day

55 **Representation of corporations at meetings**

Subject to the Companies Act 2006, a company which is a shareholder may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company or at a separate meeting of the holders of a class of shares of the company (**corporate representative**) A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers

WRITTEN RESOLUTIONS

56 A resolution of the shareholders (or a class of shareholders) may be passed as a written resolution in accordance with chapter 2 of part 13 of the Companies Act 2006

PART 5

MISCELLANEOUS PROVISIONS

COMMUNICATIONS

57 **Means of communication to be used**

57 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

57 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted,

57 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

57 1 3 if properly addressed and send or supplied by electronic means forty-eight hours after the document or information was sent or supplied, or

57 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this Article 57 1, no account shall be taken of any part of a day that is not a working day

57 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of the Companies Act 2006

57 3 In the case of joint holders of a share, all notices or documents shall be given to the joint holder whose name stands first in the register in respect of the joint holding Notice so given shall be sufficient notice to all of the joint holders Where there are joint holders of a share, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint holders The agreement or specification of the joint holder whose name stands first in the register will be

accepted to the exclusion of the agreement or specification of any other joint holder (s) whose name(s) stand later in the register

57 4 The Company may give notice to the transmittee of a member, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred

ADMINISTRATIVE ARRANGEMENTS

58 **Company seals**

Article 49(3) of the Model Articles shall be amended by the insertion of the words "by either at least two authorised persons or" after the word "signed"

DIRECTORS' INDEMNITY AND INSURANCE

59 **Indemnity**

59 1 Subject to Article 59 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

59 1 1 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

59 1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and

59 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 Companies Act 2006),

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

59 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 59 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

59 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

59 3 In this Article 59

59 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

59 3 2 a **relevant officer** means any director or alternate 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 Companies Act 2006) and may, if the shareholders so decide, include any person engaged by the company (or any 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)

60 **Insurance**

60 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

60 2 In this Article

60 2 1 a **relevant officer** means any director or alternate 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 Companies Act 2006,

60 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 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

60 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate