

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

BIGGLESWADE WIND FARM LIMITED
(the "Company")

Circulation Date

20 December 2017

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COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose the following Written Resolution as a Special Resolution:

SPECIAL RESOLUTION

THAT the draft articles of association circulated with this Written Resolution be and they are hereby approved and adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association

Please read the Notes overleaf before signifying your agreement to the Written Resolution.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, we, the undersigned, being the eligible members of the Company who would have been entitled to vote on the resolution set out above on the Circulation Date stated above hereby irrevocably agree to the resolution, as a Special Resolution:

Signed by
For and on behalf of **TEMPORIS
OPERATIONAL RENEWABLE ENERGY
STRATEGY LP**
Date

Signed by
For and on behalf of **VENTUS VCT PLC**
(as attorney)
Date *20 December 2017*

Signed by
For and on behalf of **VENTUS 2 VCT PLC**
(as attorney)
Date *20 December 2017*

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PRIVATE COMPANY LIMITED BY SHARES

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Signed by

For and on behalf of **TEMPORIS** *Joseph Quinn*

OPERATIONAL RENEWABLE ENERGY

STRATEGY LP by its General Partner **TEMPORIS OPERATIONAL RENEWABLE ENERGY (SPCAVMAN) LIMITED**

Date *we are acting by TEMPORIS INVESTMENT MANAGEMENT LIMITED, who is authorised to*

sign on behalf of and bind the General Partner under the terms of an Investment Management

Agreement dated 5 December 2017

Signed by

For and on behalf of **VENTUS VCT PLC**

(as attorney)

Date

Signed by

For and on behalf of **VENTUS 2 VCT PLC**

(as attorney)

Date

Notes

- 1 If you agree to the proposed Written Resolution please sign and date this document overleaf on the dotted line where indicated and return it to the Company no later than the date 28 days after the Circulation Date stated overleaf.
- 2 If you do not agree to the Written Resolution you do not need to do anything. You will not be deemed to agree if you fail to reply.
- 3 The Written Resolution will lapse if your agreement is not received by the Company the date 28 days after the Circulation Date stated overleaf. If the Company does not receive this signed document from you by this date and time it will not be counted in determining whether the Written Resolution is passed
- 4 The Written Resolution is passed on the date and time that the Company receives the agreement of the required majority of eligible members.
- 5 You may not revoke your agreement to the Written Resolution once you have signed and returned this document to the Company.
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Company No 8095212

The Companies Act 2006

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

BIGGLESWADE WIND FARM LIMITED

(Adopted by written resolution passed on 30 December 2017)

"Parent Undertaking" shall have the meaning given to it in section 1162 of the Companies Act 2006.

"Seller" shall have the meaning given to it in Article 8.1.

"Shareholders" means the A Shareholders and the B Shareholders and "Shareholder" shall mean any one of them

"Shareholders' Agreement" means any agreement binding on each member which relates (in whole or in part) to the management of the business of the Company and/or the rights and obligations of each member in its capacity as member (as amended from time to time)

"Shares" means the A Shares and the B Shares and "Share" shall mean any one of them.

"Statutes" means the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Acts

"Subsidiary Undertaking" shall have the meaning given to it in section 1162 of the CA 2006.

"Tag Along Offer" shall have the meaning given to it in Article 8.1.

"Tag Shares" shall have the meaning given to it in Article 8.2

"Third Party Purchaser" shall have the meaning given to it in Article 8.1

1.2 Unless expressly provided otherwise, a reference to a statute or statutory provision includes a reference to:

- (a) any statutory modification, consolidation or re-enactment of it to the extent in force from time to time,
- (b) all statutory instruments or subordinate legislation (as defined in section 21(1), Interpretation Act 1978) or orders from time to time made under it, and
- (c) any statute or statutory provision of which it is a modification, consolidation or re-enactment.

1.3 Any reference to

- (a) a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated),
- (b) an individual includes, where appropriate, his personal representatives;
- (c) the singular includes the plural and vice versa; and
- (d) one gender includes all genders.

1.4 References in these Articles and in the Model Articles to writing shall be construed as including references to any method of representing or reproducing words in a legible and non-transitory form

1 **Interpretation**

1 1 In these Articles, the following words have the following meanings.

"A Director" means a director appointed by the A Shareholders under Article 15.1.

"A Shares" means the ordinary shares of £1 00 (one pound) each in the capital of the Company designated as A Shares.

"A Shareholders" means the holders for time being of all the A Shares.

"Associate" means a Subsidiary Undertaking or Parent Undertaking of any person, and another Subsidiary Undertaking of any Parent Undertaking of any person.

"B Director" means a director appointed by the B Shareholders under Article 15.1.

"Board" means the board of Directors of the Company.

"B Shareholders" means the holders for time being of all the B Shares

"B Shares" means the ordinary shares of £1.00 (one pound) each in the capital of the Company designated as a B Shares

"Business Day" means a day (other than a Saturday or Sunday) when banks in London are open for business

"CA 2006" means the Companies Act 2006.

"Company" means Biggleswade Wind Farm Limited (company number 8095212) whose registered office at the date of adoption of these Articles is at New Century House, Corporation Street, Manchester, M60 4ES.

"Companies Acts" shall have the meaning given to it in section 2 of CA 2006.

"Control" means "control" as defined in section 840 of the Income Corporation and Taxes Act 1988.

"Directors" means an A Director or a B Director and "Director" shall mean any one of them.

[Intentionally left blank]

"Initial Share Sales" shall have the meaning given to it in Article 8 1.

"Model Articles" shall have the meaning given to it in Schedule 1 to the Companies (Model Articles) Regulations 2008.

"Parent Undertaking" shall have the meaning given to it in section 1162 of the Companies Act 2006.

"Seller" shall have the meaning given to it in Article 8.1.

"Shareholders" means the A Shareholders and the B Shareholders and **"Shareholder"** shall mean any one of them

"Shareholders' Agreement" means any agreement binding on each member which relates (in whole or in part) to the management of the business of the Company and/or the rights and obligations of each member in its capacity as member (as amended from time to time)

"Shares" means the A Shares and the B Shares and **"Share"** shall mean any one of them.

"Statutes" means the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Acts

"Subsidiary Undertaking" shall have the meaning given to it in section 1162 of the CA 2006.

"Tag Along Offer" shall have the meaning given to it in Article 8.1.

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- (c) any statute or statutory provision of which it is a modification, consolidation or re-enactment.

1.3 Any reference to

- (a) a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated),
- (b) an individual includes, where appropriate, his personal representatives;
- (c) the singular includes the plural and vice versa; and
- (d) one gender includes all genders.

1.4 References in these Articles and in the Model Articles to writing shall be construed as including references to any method of representing or reproducing words in a legible and non-transitory form

1.5 References in these Articles to paragraphs and sub-paragraphs are to the paragraphs and sub paragraphs of the Article and paragraph in which they appear

1.6 Headings in these Articles are for convenience only and shall not effect the interpretation hereof.

2 **Model Articles**

The articles contained in the Model Articles apart from articles 5(1) and (2) (Directors may delegate), 6(2) (committees), 7 (Directors to take decisions collectively), 8 (unanimous decisions), 9(3) and (4) (calling a Directors' meeting), 10(1) and (2) (participation in Directors' meetings), 11(2) and (3) (quorum for Directors' meeting), 12 (chairing of Directors' meetings), 13 (casting vote), 14 (conflicts of interest), 17 (methods of appointing Directors), 21 (all Shares to be fully paid up), 22 (powers to issue different classes of Shares), 26(5) (share transfers), 41 (adjournment), 49(3) and (4) (company seal), 50 (no right to inspect accounts and other records) and 52 (indemnity) apply to the Company except insofar as they are inconsistent with these Articles

3 **Share Capital**

3.1 The liability of the Company's members is limited to the amount, if any, unpaid on the Shares held by them.

3.2 The share capital of the Company at the date of adoption of these Articles is £4 divided into 2 A Shares of £1 (one pound sterling) each and 2 B Shares of £1 (one pound sterling) each.

3.3 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank pari passu in all respects but shall constitute separate classes of Shares

3.4 Unless in any particular case the A Shareholder and the B Shareholders agree otherwise in writing.

(a) no A Shares shall be issued except to the A Shareholders;

(b) no B Shares shall be issued except to the B Shareholders;

(c) no A Shares shall be issued unless (at the time of the issue) an equal number of B Shares are issued (at the same price and otherwise on the same terms); and

(d) no B Shares shall be issued unless (at the time of the issue) an equal number of A Shares are issued (at the same price and otherwise on the same terms).

3.5 Sections 561 and 562 of CA 2006 shall not apply to the allotment of equity securities in the Company.

3.6 Shares may be issued as nil paid, partly paid or fully paid

3.7 Article 24(2)(c) of the Model Articles shall be amended by the deletion of the words "that the shares are fully paid" and the insertion of the words "to the extent to which the Shares are paid up".

3.8 On the transfer of any share as permitted by these Articles:

- (a) a share transferred to a non-member shall remain of the same class as before the transfer; and
 - (b) a share transferred to a member shall automatically be redesignated on transfer as a share of the same class as those Shares already held by the member.
- 3.9 If no Shares of a class remain in issue following a redesignation under this paragraph, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, members of that class or Directors appointed by that class.
- 3 10 No variation of the rights attaching to any class of Shares shall be effective without the consent or sanction required by the CA 2006 to such variation.
- 4 Unissued Shares**
- 4.1 No Shares in the Company nor any right to subscribe for or convert any security into Shares in the Company shall at any time be allotted unless within one month before that allotment every Shareholder for the time being has consented in writing to that allotment and its terms and to the identity of the proposed allottee.
- 4 2 No Share of any class nor any right to subscribe for or convert any security into a Share of any class shall be allotted otherwise than to the holder of a Share of that same class
- 4.3 Section 561(1) of the CA 2006 shall not apply to an allotment of any equity security where the consent to that allotment of every Shareholder has been obtained as required by these Articles and that allotment otherwise confirms to the requirements of these Articles
- 5 Initial Authority to Issue Relevant Securities**
- 5 1 The Directors are authorised to exercise all powers of the Company to allot relevant securities, but only if the allotment otherwise conforms to the requirements of these Articles. The maximum nominal amount of relevant securities which may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of adoption of this Article or such other amount as may from time to time be authorised by the Company in general meeting.
- 5 2 The authority conferred on the Directors by this Article shall remain in force for a period of five years from the date of adoption of this Article but may be revoked, varied or renewed from time to time by the Company in general meeting in accordance with the CA 2006.

6 Transfer of Shares

- 6.1 Nothing within these Articles shall prevent a B Shareholder from transferring all or any of the Shares it holds in the Company to another B Shareholder or to an affiliate, subsidiary or holding company of the B Shareholder
- 6.2 All transfers of Shares shall be effected by instrument in writing in any form for the time being authorised by the Stock Transfer Act 1963 (or any statutory modification or re enactment thereof for the time being in force) or in any other form which the Directors may approve.
- 6.3 The transferor shall be deemed to remain as holder of any Shares which have been or are to be transferred until the name of the transferee is entered in the Register of Members in respect of them.
- 6.4 The Directors may, in their absolute discretion and without assigning any reason for it, decline to register the transfer of any share, which is not fully paid.
- 6.5 Notwithstanding anything contained in these Articles, the Directors shall not decline to register any transfer of Shares, nor suspend registration thereof, where such transfer is:
- (a) to any bank or other institution or company to which such Shares have been charged by way of security, or to a nominee of such bank or institution (a "**Secured Institution**"); or
 - (b) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the Shares; or
 - (c) executed by a Secured Institution or its nominee pursuant to the power of sale or such other power under such security, or
 - (d) required pursuant to the terms of any relevant Shareholders' Agreement
- 6.6 If a Shareholder decides to transfer all of its Shares, a Shareholder is required to offer its Shares to the other Shareholders in accordance with the relevant Shareholders' Agreement. For the avoidance of doubt, the terms of the relevant Shareholders' Agreement shall prevail over these Articles in the event of any conflict.
- 6.7 Any Shareholder may transfer any Shares held by it to an Associate of that Shareholder pursuant to the terms of any relevant Shareholders' Agreement. For the avoidance of doubt, the terms of the relevant Shareholders' Agreement shall prevail over these Articles in the event of any conflict
- 6.8 The Shareholders each agree that where a Shareholder wishes to transfer the entire legal and beneficial ownership of all of its Shares and the other Shareholder, or Shareholders (as applicable) have elected not to purchase the Shares in accordance with the provision of these Articles then the Shareholder seeking to sell its Shares (the "**Seller**") may elect to seek to transfer all of its Shares to a third party from which a bona fide offer has been received, in which event the Seller shall serve on the board of the Company a transfer notice accompanied by the relevant share certificates.

7 [Intentionally left blank]

8 **Tag Along Rights**

- 8.1 No sale or transfer or other disposition of any interest in any Share by a Shareholder to a bona fide third party potential purchaser ("**Third Party Purchaser**") ("**Initial Sale Shares**") unless an event of default is declared under the relevant Shareholders' Agreement shall have any effect, unless, before the sale, transfer or other disposition takes effect, the Third Party Purchaser has made a bona fide offer to purchase all the Shares held by the other Shareholders on the same terms (including as to consideration per Share) as the offer for the Initial Sale Shares (the "**Tag Along Offer**")
- 8.2 The Tag Along Offer shall be accompanied by a written irrevocable unconditional (except for any conditions which apply to the proposed transfer of the Initial Sale Shares) offer by the Third Party Purchaser to buy all the Shares held by the other Shareholder or other Shareholders (the "**Tag Shares**") on the same terms (including price per share) as apply to the purchase of the Initial Sale Shares.
- 8.3 The offer shall remain open for acceptance for not less than 21 days after the date of receipt of the Tag Along Offer and shall provide for the purchase of the Tag Shares to be completed at the same time as the purchase of the Initial Sale Shares
- 8.4 The other Shareholder or Shareholders may, within the period during which the Tag Along Offer remains open for acceptance, notify the Seller in writing that they wish to accept the Tag Along Offer. If the Tag Along Offer is accepted by a Shareholder or other Shareholders, the sale of the Tag Shares will be conditional upon the simultaneous completion of the Initial Sale Shares to the Third Party Purchaser
- 8.5 If the Third Party Purchaser does not purchase the Tag Shares in accordance with this Article 8 (Tag Along Rights), the Seller may not sell the Initial Sale Shares to the Third Party Purchaser and the Directors shall refuse to register any transfer prohibited by this Article.

9 **Quorum at General Meetings**

- 9.1 Save for an adjourned meeting under Article 7.3, the quorum at any general meeting of the Company shall be two persons present in person or by proxy, whom one shall be an A Shareholder or duly authorised representative of such holder and one shall be a B Shareholder or duly authorised representative of such shareholder
- 9.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on
- 9.3 If within five minutes (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting, no such quorum is so present then the meeting shall stand adjourned for a period of not less than 5 Business Days to such time and place as the Board shall agree and notify to the shareholders. Quorum at any such adjourned general meeting shall be one shareholder

10 **Votes**

At a general meeting, on a show of hands every member present in person shall have one vote, and on a poll every member present in person or by proxy shall have one vote for each share of which is the holder. The chairman shall not have a second or casting vote.

11 **Proxies**

An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and in any common form or in such other form as the Directors may approve, and the Directors may at their discretion treat a faxed or other machine-made copy of an instrument in any such form as an original copy of the instrument. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given

12 **Number and Age of Directors**

The number of Directors shall not be less than two. No shareholding qualification for Directors shall be required

13 **Proceedings of Directors**

13 1 Unless resolved otherwise by the Board:

- (a) meetings of the Board shall be held at least quarterly;
- (b) meetings of the Board shall be held at the company's registered office or such other location as the Directors may agree from time to time;
- (c) no meeting of the Board may be convened on notice of less than five Business Days;
- (d) documents relating to issues to be considered by the Board at meetings shall be distributed as an agenda in advance of the meeting to all Directors and their alternates so as to ensure that they are received at least three Business Days prior to the date fixed for the meeting and matters that are not on the agenda shall not be discussed or voted on at the meeting; and
- (e) each Director shall receive a copy of the minutes of each meeting within 14 days of the meeting

- 13.2 The quorum for the transaction of the business of the Directors is one A Director and one B Director. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.
- 13.3 All or any of the Directors or members of any committee of the Directors may participate in a meeting of the Directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum, and accordingly, a meeting of the Directors or committee of the Directors may be held however each of those present or deemed to be present is in communication with the others only by telephone or other communication equipment as aforesaid. A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 13.4 The members of a committee to which the Directors delegate any of their powers must include at least one A Director and one B Director and regulation 72 is amended accordingly.
- 13.5 Decisions arising at meetings of the Directors and committees of the Directors shall be decided by a majority of votes. Each of the A Directors and B Directors present at such meetings in person or represented by an alternate shall have one vote, provided that, if an equal number of A Directors and B Directors is not present at any meeting of the Directors or committees of the Directors, then the A Directors present at that meeting shall (between them) have two votes and the B Directors present at such meeting shall (between them) have two votes. Any Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 13.6 The consent of a Director or an alternative Director to a resolution may also be given by giving notice of his approval to the Company by letter, fax or email.
- 14 **Alternative Directors**
- An alternate Director shall cease to be an alternative Director if his appointor ceases to be a Director.
- 15 **Appointment and Retirement of Directors**
- 15.1 The A Shareholders together have the right to appoint and maintain in office up to two persons as A Directors and the B Shareholders together have the right to appoint and maintain in office up to two B Directors
- 15.2 The A Directors and the B Directors shall be the only Directors of the Company
- 15.3 The A Shareholders have the right by simple majority between themselves to remove an A Director appointed by the A Shareholders and appoint another Director in their place for so long as the A Shareholders are holders of the A Shares.
- 15.4 The B Shareholders have the right by simple majority between themselves to remove a B Director appointed by the B Shareholders and appoint another Director in their place for so long as the B Shareholders are holders of the B Shares

- 15.5 An appointment or removal of a Director under Article 15.3 or Article 15.4 is effected by giving notice in writing to the Company and shall take effect on receipt, or if later, from the date and time stated in the notice. Any Shareholder removing an appointed Director from office, shall be responsible for and shall indemnify the other Shareholders and the Company against any loss, liability or cost that either of them suffers or incurs as a result of that Director's removal from office.

16 Disqualification and Removal of Directors

- 16.1 A Director may, by giving notice in writing to the board of Directors and the Shareholders who did not appoint him, appoint another person to be his alternate and may, in the same way, remove an alternate appointed by him. An alternate is entitled to receive notice of all meetings of the Board and attend and vote as such at any meeting at which the Director appointing him is not personally present and generally, in the absence of his appointor, to do all the things which his appointor is authorised or empowered to do. An alternate ceases to be an alternate when his appointor ceases to be a Director.

- 16.2 Each of the Shareholders may, for alternate successive periods of one year, nominate one of the Directors to be the chairman of the Company (the "Chairman"), and he shall hold office for one year from the date of his appointment. If the Chairman is unable to attend a meeting of the Board or a meeting of the members of the Company, the Shareholder who nominated him shall be entitled to nominate another Director to act as Chairman in his place at the meeting.

17 Directors' Interests, Disclosure of Information

- 17.1 A Director who declares his interest in the manner provided by the CA 2006 may vote as a Director in regard to any contract or arrangement in which he is interested (including, but without prejudice to the generality of the foregoing, any contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy in which he is in any way interested) or upon any matter arising in relation to it and, if he shall so vote, his vote shall be counted and he shall be counted in the quorum when any such contract or arrangement is under consideration.

- 17.2 Any A Director or B Director shall be entitled from time to time to disclose to the A Shareholders or the B Shareholders (as the case may be), such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one A Shareholder or B Shareholder, (as the case may be), the Director concerned shall ensure that each of the shareholders of the same class received the same information of an equal footing.

18 Notices, Time of Service

- 18.1 Any notice or other document or information sent or supplied by or to the Company (whether authorised or required to be sent or supplied by the Statutes or otherwise) to or by a member, or to or by any person entitled to enjoy or exercise all or any specified rights of a member in relation to the Company, may be sent or supplied in any way in which the CA 2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of any provision of the Statutes, including in particular by the Company making them available on a website.

- 18.2 Any notice or other document may be served on or delivered to any member by the Company either personally, or by sending it by pre-paid registered post (air mail in the case of an address for service outside the United Kingdom) addressed to the member at his registered address or by leaving it at his registered address addressed to the member, or by any other means authorised in writing by the member concerned
- 18.3 In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.
- 18.4 Any notice or other document if given personally, shall be deemed served when delivered if sent by registered post, shall be deemed to have been served or delivered 2 Business Days after posting to an address in the United Kingdom or 5 Business Days after posting to an address outside the United Kingdom in proving such service of delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or properly addressed, stamped and put in the post.
- 18.5 Any requirement in these Articles or in Table A for any notice, resolution or other document to be signed by or on behalf of any person all be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 days of receipt of the reproduction
- 19 **Company seal**
- If the Company has a common seal and it is affixed to a document, the document must also be signed by one A Director and one B Director
- 20 **Indemnity**
- 20.1 Subject to the provisions of and so far as may be permitted by and consistent with the Statutes, each current or former Director or other officer (other than an auditor) of the Company or any Associated Company may be indemnified out of the assets of the Company against
- (a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company other than, in the case of a current or former Director:
 - (i) any liability to the Company or any Associated Company; and
 - (ii) any liability of the kind referred to in sections 234(3) of CA 2006; and
 - (b) any liability incurred by or attaching to him in connection with the activities of the Company or any Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006) other than a liability of the kind referred to in section 235(3) of CA 2006; and
 - (c) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers.

For the purpose of this Article, references to "**liability**" shall include all costs and expenses incurred by the current or former Director or other officer (other than an auditor) in relation thereto.

20.2 Subject to the provisions of and so far as may be permitted by the Statutes, the Directors may exercise all the powers of the Company to:

- (a) provide any current or former Director or other officer (other than an auditor) of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company, or in connection with any application for relief under the provisions mentioned in section 205(5) of CA 2006, and
- (b) do anything to enable any such person to avoid incurring such expenditure,

but so that the terms set out in section 205(2) of CA 2006 shall apply to any such provision of funds or other things so done. For the purpose of this Article, references to "**director**" in section 205(2) of CA 2006 shall be deemed to include references to a former director or other officer (other than an auditor) of the Company.

20.3 Without prejudice to Article 20.1, the Directors may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability or expense incurred by him in relation to the Company or any Associated Company or any third party in respect of any act or omission in the actual or purported discharge of the duties of the relevant office concerned or otherwise in connection with the holding of that relevant office and for this purpose "**relevant office**" means that of a Director or other officer (other than an auditor) of the Company or any company which is or was an Associated Company or any predecessor in business of the Company or of any Associated Company or that of trustee of any pension fund or retirement, death or disability scheme or other trust for the benefit of any officer or former officer (other than an auditor) of the Company or any Associated Company or of any such predecessor in business or their respective dependants.