

Company Number: 11320260

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF

INTHEATRE PRODUCTIONS LIMITED

PURSUANT TO PART 13, CHAPTER 2 OF THE COMPANIES ACT 2006

DATE OF CIRCULATION: 10/10 2018

WRITTEN RESOLUTION

We, the undersigned, being members of the Company who, at the date of this Written Resolution, are entitled to attend and vote at general meetings of the Company, HEREBY PASS the following as a special resolution and agree that such resolution shall, for all purposes, be as valid and effective as if the same had been passed by me at a general meeting of the Company duly convened and held:

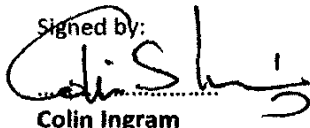
SPECIAL RESOLUTION

THAT the Company adopt new articles of association in the form attached to this Written Resolution, such new articles of association to replace in their entirety the existing articles of association of the Company.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the above resolutions by signing and dating this document below.

Signed by:



Colin Ingram

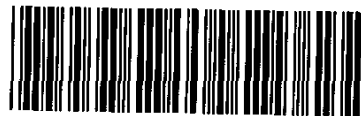


Colin Ingram

On behalf of Colin Ingram Ltd

Date: 10/10 2018

WEDNESDAY



A12 *A7GRUGOG* 17/10/2018 #135
COMPANIES HOUSE

Harbottle & Lewis

Company number: 11320260

**The Companies Act 2006
Private Company Limited by Shares**

Articles of Association

InTheatre Productions Limited

Adopted by Written Resolution on 10 October 2018

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Ref: 352/319855/2

**The Companies Act 2006
(the Act)**

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF**

**INTHEATRE PRODUCTIONS LIMITED
(the Company)**

Company Number: 11320260

(adopted by Written Resolution passed on 10 October 2018)

1. PRELIMINARY

- 1.1** The model articles for private companies limited by shares contained in the Companies (Model Articles) Regulations 2008 (the **Model Articles**) shall, except to the extent that they are excluded or modified by these articles, apply to the Company and, together with these articles, shall constitute the Articles of Association of the Company (the **Articles**).
- 1.2** Other than the Model Articles and Articles 52 to 62 of the Model Articles for Public Companies contained in the Companies (Model Articles) Regulations 2008 (the **Public Company Model Articles**) as stated in Article 5.9, no regulations or articles set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or articles of the Company.
- 1.3** In these Articles:
- 1.3.1** article headings are used for convenience only and shall not affect the construction or interpretation of these Articles; and
- 1.3.2** words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa.

2. DEFINITIONS

In these Articles the following words and expressions shall have the meaning set opposite:

Act	the Companies Act 2006 and any statutory amendment, modification, re-enactment or extension thereof for the time being in force;
Board	the board of Directors and any committee of the Board constituted for the purpose of taking any action or decision contemplated by the Articles;

Conflict Situation	has the meaning given in Article 17.4;
Conflicted Director	has the meaning given in Article 17.4;
Directors	the directors of the Company from time to time and a Director shall be construed accordingly;
Excess Securities	has the meaning given in Article 5.6.2;
Expert	an independent firm of accountants jointly appointed by the transferor and the transferee or, where the transferor and the transferee cannot agree on such appointment, or the terms thereof, within 15 Business Days of the first proposal made by either the transferor or the transferee, such firm of independent accountants as may be appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales and such firm of independent accountants shall act as expert and not as arbitrator and their decision shall be final and binding (other than in the case of a manifest error);
FMV	<p>the price agreed between the transferor and the transferee or, if they do not agree a price within 15 Business Days, the price certified by an Expert which, in the Expert's opinion, is a fair market value of the Shares in question and in valuing such Shares the Expert shall apply the following assumptions and bases:</p> <p>(a) valuing such Shares as on an arm's-length sale between a willing buyer and willing seller;</p> <p>(b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so; and</p> <p>(c) reflect any other factors which they reasonably believe should be taken into account;</p>
Group	means the Company and its Subsidiary Undertaking(s) (if any), affiliated partnership(s) and affiliated funds from time to time and Group Company shall be construed accordingly;
New Shares	has the meaning given in Article 5.5;
Relevant Members	has the meaning given in Article 5.5;

Shareholder	any person who is a holder of Shares from time to time;
Shares	the shares in the capital of the Company from time to time having the rights attributable thereto contained in these Articles;
Transfer	includes (but is not limited to): <ul style="list-style-type: none"> (a) any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of Shares that a Share be allotted or issued or transferred to some person other than himself; (b) any sale or any other disposition or transfer of any legal or equitable interest in a Share (including any voting right attached to it), (i) whether or not by the relevant holder, (ii) whether or not for consideration, and (iii) whether or not effected by an instrument in writing; (c) entering into any agreement in respect of exercising the rights attached to any Shares; and (d) agreeing, whether or not subject to any condition precedent or subsequent, to do any of the foregoing;
Undertaking	has the meaning given in the Act.

3. CHANGE OF COMPANY NAME

3.1 Pursuant to section 77 of the Act, the Company may change its name:

3.1.1 by special resolution; or

3.1.2 by resolution of the Directors.

4. PRIVATE COMPANY WITH LIMITED LIABILITY

4.1 The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any Shares or debentures of the Company is prohibited.

4.2 The liability of the members is limited to the amount, if any, unpaid on the Shares held by them. Model Article 2 shall not apply to the Company.

5. SHARE CAPITAL

5.1 In these Articles unless the context requires otherwise, references to any Shares shall include, without limitation, Shares created and/or issued after the date of adoption of these Articles and ranking *pari passu* in all respects with the Shares of the same class then in issue.

- 5.2 If no Shares remain in issue following a re-designation or otherwise, these Articles shall apply 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 to be appointed by that class.
- 5.3 The share capital of the Company shall be divided into Ordinary Shares which shall all rank *pari passu* in all respects.
- 5.4 Subject to the provisions of these Articles and the Act, the directors have general and unconditional authority, pursuant to section 550 of the Act, to exercise all powers of the Company to allot shares or grant rights to subscribe for or to convert any security into shares of the Company to such persons, at such times and on such terms and conditions as the Directors may decide.
- 5.5 Subject to Article 5.8, unissued Shares or other equity securities to be issued which are subject to the provisions of Chapter 3 of Part 17 of the Act (**New Shares**) shall not be allotted to any person unless the Company has, in the first instance, offered such New Shares to all holders of the issued shares of that class (**Relevant Members**) 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 of that class held by such Relevant Members (as nearly as possible without involving fractions).
- 5.6 The offer:
- 5.6.1 shall be in writing and 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 New Shares; and
- 5.6.2 may stipulate that any Relevant Member who wishes to subscribe for a number of New Shares in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess New Shares (**Excess Securities**) for which he wishes to subscribe.
- 5.7 Any New Shares not accepted by Relevant Members pursuant to the offer made to them in accordance with Articles 5.5 and 5.6 shall be used for satisfying any requests for Excess Securities made pursuant to Article 5.6.2. 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 Relevant Member 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 Relevant Member 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 Relevant Members.
- 5.8 Article 5.5 shall not apply to any New Shares to be allotted:
- 5.8.1 as determined by the Company by special resolution; or
- 5.8.2 at the date of adoption of these Articles.
- 5.9 Shares need not be issued as fully paid and the Model Articles shall be interpreted accordingly. Articles 52 to 62 inclusive of the Public Company Model Articles shall apply to the Company. Model Articles 21 and 24(2)(c) shall not apply to the Company.
- 5.10 The pre-emption provisions of section 561(1) of the Act and the provisions of section 562 of the Act shall not apply to the allotment by the Company of any equity security.

6. TRANSFERS

- 6.1 No Shareholder may effect a Transfer except as may be agreed in writing between the Shareholders from time to time.
- 6.2 The Directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a Share to any person, whether or not it is a fully-paid Share or a Share on which the Company has a lien. Model Article 26(5) shall not apply to the Company.

7. COMPULSORY TRANSFERS

A person entitled to a Share or Shares in consequence of the bankruptcy of a Shareholder shall transfer such Share or Shares in accordance with the (joint if there is more than one Shareholder) written instructions of the other Shareholder(s) from time to time provided that the aggregate consideration payable to the transferor shall be equal to FMV.

8. GENERAL MEETINGS

Any director or the secretary of a corporation which is a member shall be deemed to be a duly authorised representative of that member:

- 8.1.1 for the purpose of agreeing to short notice of, or attending and voting at, any general meeting of the Company; and
- 8.1.2 without prejudice to the generality of the foregoing, for the purpose of Article 10.2 below and Model Articles 38, 41(1), and 42 to 44 inclusive.

In the case of a member which is a corporation, the signature or authentication of any director or the secretary of that corporation or, in the case of a Share registered in the name of joint holders, the signature or authentication of one of such joint holders, shall be deemed to be and shall be accepted as the signature or authentication of the member concerned for all purposes including the signature or authentication of any form of proxy and the signature or authentication of any resolution in writing.

9. NOTICE OF GENERAL MEETINGS

General meetings (except for those requiring special notice) shall be called by at least 14 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 members having a right to attend and vote, being a majority together holding not less than 90 per cent in nominal value of the Shares giving that right. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. Subject to the provisions of the Articles and to any restrictions imposed on any Shares, the notice shall be given to all the members, to all persons entitled to a Share in consequence of the death or bankruptcy of a member and to the Directors.

10. PROCEEDINGS AT GENERAL MEETINGS

- 10.1 A poll may be demanded by
- 10.1.1 the chairman; or
- 10.1.2 the Directors; or
- 10.1.3 any member present in person or by proxy and entitled to vote.

Model Article 44(2) shall not apply to the Company.

- 10.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two or more members shall constitute a quorum and shall be deemed for this purpose to constitute a valid meeting.
- 10.3 A general meeting or a meeting of any class of members of the Company may consist of a conference between members some or all of whom are in different places, provided that each member who participates is able:
- 10.3.1 to hear or read the words of each of the other participating members addressing the meeting; and
- 10.3.2 if he so wishes, to address all of the other participating members simultaneously,
- whether directly, by telephone conference or by any other form of communication equipment (whether in use when these Articles are adopted or not) or by a combination of those methods.
- 10.4 A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
- 10.5 A resolution put to the vote of a meeting shall be decided by each member indicating to the chairman (in such manner as the chairman may direct) whether the member votes in favour of or against the resolution or abstains. Model Article 42 shall be amended accordingly.
- 10.6 References in this Article to members shall include their duly appointed proxies and, in the case of corporate members, their duly appointed proxies or authorised representatives.

11. VOTES OF MEMBERS

- 11.1 On a poll or a show of hands, votes may be given either personally or by proxy or (if the member is a corporation) by a duly authorised representative of that member. A member may appoint more than one proxy in relation to the meeting provided that each proxy is appointed to exercise the rights to a different share or shares held by the member. A proxy need not be a member of the Company.
- 11.2 A proxy notice shall be received at the registered office of the Company or at any number or address provided by the Company for that purpose not less than 48 hours before the meeting is to take place.

12. NUMBER OF DIRECTORS

The number of Directors (other than alternate Directors) shall not be less than one.

13. ALTERNATE DIRECTORS

- 13.1 Any Director (other than an alternate Director) may appoint any other Director, or any other person willing to act, to be an alternate Director (provided always that he has provided to the Company written confirmation of his willingness to act) and may remove from office an alternate Director so appointed by him. Any appointment or removal of an alternate director shall be by notice to the Company authenticated by the Director making or revoking the appointment or in any other manner approved by the Directors. Any such notice may be left at or sent by post, email or fax to the registered office or another place designated for the purpose by the Directors.

- 13.2 Subject to his providing the Company with an address at which notices may be given to him, an alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member. He shall be entitled to attend and vote at any such meeting at which the Director appointing him is not personally present and generally to perform all the functions of his appointor as a Director in his absence (including participating in unanimous decisions of the directors) but shall not be entitled to receive any remuneration from the Company for his services as an alternate Director. An alternate Director may be paid expenses and may be indemnified and/or insured by the Company to the same extent as if he were a Director.
- 13.3 Except as the Articles otherwise provide, alternate Directors:
- 13.3.1 are deemed for all purposes to be Directors;
 - 13.3.2 are liable for their own acts and omissions;
 - 13.3.3 are subject to the same restrictions as their appointors; and
 - 13.3.4 are not deemed to be agents of or for their appointors.
- 13.4 A person may be the alternate Director of more than one Director. If this is the case, at any Directors' meeting he shall have one vote for each of the Directors for whom he is an alternate.
- 13.5 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director or if any of the events set out in Articles 15.1.1 to 15.1.6 shall occur in relation to the alternate Director.

14. POWERS OF DIRECTORS

The Directors may exercise all the powers of the Company to borrow money, without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to the Act to grant any mortgage, charge all or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

15. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a Director shall be vacated if:

- 15.1.1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- 15.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 15.1.3 he becomes, in the opinion of all his co-Directors, incapable by reason of mental disorder of discharging his duties as a Director and those co-Directors resolve that his office be vacated; or
- 15.1.4 a registered medical practitioner who is treating that Director gives a written opinion to the Company stating that that director has become physically or mentally incapable of acting as Director and may remain so for more than three months; or

15.1.5 he resigns his office by notice to the Company and such resignation has taken effect in accordance with its terms; or

15.1.6 he is removed from office by a resolution duly passed under section 168 of the Act.

16. PROCEEDINGS OF DIRECTORS

16.1 Every Director shall receive reasonable notice of a meeting, whether or not he is absent from the United Kingdom. Any Director or alternate Director may, by written notice to the Company, waive his right to receive notice of a board meeting, either prospectively or retrospectively, and the presence of any Director or alternate Director at the start of a meeting shall constitute such a waiver and the words "not more than 7 days after the date on which the meeting is held" contained in Model Article 9(4) shall not apply to the Company. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Director entitled to receive notice shall not invalidate the proceedings at that meeting.

16.2 If and for so long as there is a sole Director of the Company:

16.2.1 he may exercise all the powers conferred on the directors by the Articles by any means permitted by the Articles or the Act;

16.2.2 for the purpose of Model Article 11(2), the quorum for the transaction of business shall be one; and

16.2.3 all other provisions of the Articles apply with any necessary modification (unless the provision expressly provides otherwise).

16.3 A Director or his alternate may validly participate in a meeting of the Directors or a committee of Directors by telephone conference or any other form of communication equipment (whether in use when these Articles are adopted or not) or by a combination of those methods, if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the Directors or a committee of Directors is for the purposes of the Articles deemed to be validly and effectively transacted at a meeting of the Directors or of a committee of Directors although fewer than two Directors or alternate Directors are physically present at the same place. The meeting is 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 participates.

16.4 A resolution in writing signed, authenticated or otherwise approved by letter, facsimile, email (or any other means of communication approved by the Directors, whether in use when these Articles are adopted or not) by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held. The resolution may be contained in one document or in several documents in similar form each stating the terms of the resolution accurately and signed or authenticated by one or more of the Directors.

17. INTERESTS OF DIRECTORS

17.1 An interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

17.2 An interest which cannot reasonably be regarded as likely to give rise to a conflict of interest shall not be treated as an interest of a Director.

- 17.3 In relation to an alternate Director, both interests of his own and interests of his appointor shall be treated as interests of the alternate Director, and the alternate Director shall be deemed to have knowledge of all matters which are known or should reasonably be known by his appointor.
- 17.4 Pursuant to Section 175 (and subject to Sections 175 (3) to (6)) of the Act a director must avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict with the interests of the Company, including but not limited to the exploitation of any property, information or opportunity notwithstanding that the Company cannot take advantage of such property, information or opportunity (which may include a conflict of interest and duty and a conflict of duties) and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duty (**Conflict Situation**). Pursuant to Section 175(5)(b) of the Act, the Board may authorise a Conflict Situation on such terms and subject to such conditions and/or limitations as the Directors may in their absolute discretion determine (and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated) provided that the relevant Director (**Conflicted Director**) shall not vote or count in the quorum in respect of any resolution of the Board authorising his conflict of interest.
- 17.5 A Director's existing directorship of, or position as an officer of, any company other than the Company or membership of any partnership at the date of adoption of these Articles shall not, by reason of that Director's office or membership, be deemed to be in breach of section 175 of the Act as a result and no authorisation in accordance with Article 17.4 shall be necessary in respect of such interest.
- 17.6 If any Conflict Situation is authorised or otherwise permitted under these Articles, the Conflicted Director (for as long as he reasonably believes such Conflict Situation subsists):
- 17.6.1 shall not be required to disclose to the Company (including the Board or any committee of it) any confidential information relating to such Conflict Situation which he obtains or has obtained otherwise than in his capacity as a Director of the Company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person in relation to such matter, office, employment or position;
 - 17.6.2 shall be entitled to attend or absent himself from all or any meetings of the Board (or any committee of it) at which anything relating to such Conflict Situation will or may be discussed; and
 - 17.6.3 shall be entitled to make such arrangements as he thinks fit to receive or not to receive documents or information (including, without limitation, board papers (or those of any committee of it)) relating to any such Conflict Situation and/or for such documents or information to be received and read by a professional adviser on his behalf,
- and in so doing, such Conflicted Director shall not be in breach of any general duty he owes to the Company pursuant to Sections 171 to 177 (inclusive) of the Act and the provisions of this Article 17.6 shall be without prejudice to any equitable principle or rule of law which may excuse the Conflicted Director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these Articles.
- 17.7 Where a Conflict Situation has been authorised or is otherwise permitted under these Articles:
- 17.7.1 the Conflicted Director shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other

benefit which he derives from any matter, office, employment or position which relates to such Conflict Situation;

17.7.2 no contract, arrangement, transaction or proposal shall be avoided on the grounds of the Conflicted Director having any interest in the Conflict Situation or receiving any such dividend, profit, remuneration, superannuation payment or other benefit; and

17.7.3 the receipt of any such dividend, profit, remuneration, superannuation payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in Section 176 of the Act,

provided that the Conflicted Director has disclosed the nature and extent of his interest in the Conflict Situation to the other Directors.

17.8 Without prejudice to the obligation of any Director to disclose his interest in accordance with section 177 of the Act, and provided that any relevant Conflict Situation has been authorised in accordance with Article 17.4 above or otherwise authorised in accordance with these Articles, a Director may attend and vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he is directly or indirectly interested. The Director shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted.

17.9 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any Director other than the chairman is to be final and conclusive. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

18. DIVIDENDS

The Directors may deduct from a dividend or other amounts payable to a person in respect of a Share any amounts due from him to the Company on account of a call or otherwise in relation to a Share.

19. NOTICES

19.1 Any document and information including notices may be served by the Company upon any member, either:

19.1.1 personally; or

19.1.2 by sending it through the post in a pre-paid letter, addressed to the member at his registered address; or

19.1.3 by sending it using electronic means to an address or number for the time being notified for that purpose by the member to the Company; or

19.1.4 by making the notice available on a website and notifying the member of its presence.

19.2 Where a notice is:

- 19.2.1 served by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice and to have been effected at the expiration of two Business Days after the letter containing the same is posted to an address in the United Kingdom, or five Business Days after the letter containing the same is posted to an address outside the United Kingdom;
 - 19.2.2 served by electronic means, service of the notice shall be deemed to be effected by properly addressing and sending an electronic transmission containing the notice and to have been effected at the expiration of twenty-four hours after the transmission containing the same is sent;
 - 19.2.3 served by making it available on a website, service of the notice shall be deemed to be effected by properly notifying the member of the fact that the notice is available on the website and to have been effected at the expiration of twenty-four hours after the notification is sent.
- 19.3 A document or information including notices of general meetings may only be sent by the Company by electronic means in accordance with the provisions of the Act to a member who has agreed that the document or information may be sent by those means and who has provided an address for that purpose.
- 19.4 A document or information including notices of general meetings may only be sent by the Company by making them available on a website to a member who has agreed or is deemed to have agreed pursuant to Schedule 5 Part 4 of the Act that the document or information may be sent in this manner.

20. INDEMNITY

20.1 Subject to the provisions of the Act:

- 20.1.1 every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his, her or its office or otherwise in relation to his, her or its office, including without limitation, any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his, her or its favour or in which he is acquitted or in connection with any application under section 661 or 1157 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his, her or its office or otherwise in relation to his, her or its office; and
 - 20.1.2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or his alternate or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company or other liability which may lawfully be insured against by the Company.
- 20.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as the Board may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company or other liability which may lawfully be insured against by the Company.