

Company Number: NI651165

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

CURRIE ENGINEERING NEWCO LIMITED (the Company)

THURSDAY



JNI *J756SX0J* #65
03/05/2018
COMPANIES HOUSE

Date of circulation: 30th April 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that:

- (i) Resolutions 1, 2 and 3 below be passed as special resolutions; and
 - (ii) Resolutions 4 and 5 below be passed as ordinary resolutions,
- (together the "Resolutions"):

SPECIAL RESOLUTIONS

- 1. **THAT** a new class of A ordinary shares of £1.00 each be created (having the rights set out in the revised articles of association referred to in resolution 3 below);
- 2. **THAT** a new class of B ordinary shares of £1.00 each be created (having the rights set out in the revised articles of association referred to in resolution 3 below); and
- 3. **THAT** the articles of association of the Company be replaced in their entirety with the articles of association attached to this written resolution.

ORDINARY RESOLUTIONS

- 4. **THAT** 2 ordinary shares of £1.00 each in the capital of the Company be reclassified into 2 A ordinary shares of £1.00 each in the capital of the Company; and
- 5. **THAT** 2 ordinary shares of £1.00 each in the capital of the Company be reclassified into 2 B ordinary shares of £1.00 each in the capital of the Company.

AGREEMENT

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

The undersigned, the persons entitled to vote on the Resolutions hereby irrevocably agree to the Resolutions:

JOHN ALEXANDER CURRIE

Date: 30th April 2018

JAMES CURRIE

Date: 30th April 2018

NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - **By Hand:** delivering the signed copy to the Company's registered office address;
 - **Post:** returning the signed copy by post to the Company's registered office address.
2. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
4. Unless sufficient agreement has been received for the Resolutions to pass within 28 days from the Circulation Date, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
5. 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 when returning this document.

Company number NI651165

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CURRIE ENGINEERING NEWCO LIMITED

(Adopted by special resolution passed on 30 April 2018)

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INTRODUCTION

1. INTERPRETATION

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

"A Ordinary Shares" means the A ordinary shares of £1.00 each in the capital of the Company;

"Act" means the Companies Act 2006;

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

"Auditors" means the auditors, or failing appointment of auditors, the accountants of the Company from time to time;

"B Ordinary Shares" means the B ordinary shares of £1.00 each in the capital of the Company;

"Business Day" means any day other than a Saturday, Sunday or public holiday in Northern Ireland on which banks in Belfast are open for business;

"Conflict" has the meaning given in article 7.1;

"eligible director" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter); and

"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.

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

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

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

1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

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

- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 21, 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.11 Article 7 of the Model Articles shall be amended by:
- 1.11.1 the insertion of the words “for the time being” at the end of article 7(2)(a); and
- 1.11.2 the insertion in article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words “(including alternate directors) and the secretary” before the words “properly incur”.
- 1.13 In article 25(2)(c) of the Model Articles, the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”.
- 1.14 Article 29 of the Model Articles shall be amended by the insertion of the words “, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles,” after the words “the transmittee’s name”.
- 1.15 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words “either” and “or as the directors may otherwise decide”. Article 31(d) of the Model Articles shall be amended by the deletion of the words “either” and “or by such other means as the directors decide”

DIRECTORS

2. UNANIMOUS DECISIONS

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

3. CALLING A DIRECTORS' MEETING

- 3.1 Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all of the directors may agree) to all of the directors or by authorising the company secretary (if any) to give such notice.

4. QUORUM FOR DIRECTORS' MEETINGS

- 4.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of directors is two eligible directors.
- 4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 4.3 Subject to Model Article 7, if the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 4.3.1 to appoint further directors; or
 - 4.3.2 to call a general meeting so as to enable the shareholders to appoint further directors.

5. CASTING VOTE

- 5.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting (in accordance with Article 5.2) shall have a casting vote.
- 5.2 In the absence of the chairman the managing director shall chair the meeting, or in the absence of the managing director at such meeting at which the chairman is absent, a director as appointed by a majority of the directors present at the relevant meeting shall chair the meeting.
- 5.3 Article 5.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

6. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 6.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 6.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 6.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 6.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for the provision of services as if he were not a director;

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

6.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7. DIRECTORS' CONFLICTS OF INTEREST

7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**").

7.2 Any authorisation under this article 7 will be effective only if:

7.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

7.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and

7.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.

7.3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently):

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

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

7.3.3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

7.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

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

- 7.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 7.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 7.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation at the time such thing was done.
- 7.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 8. 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.
- 9. NUMBER OF DIRECTORS**
- Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum and the minimum number of directors shall be one.
- 10. APPOINTMENT OF DIRECTORS**
- In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 11. RESTRICTION ON APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**
- No director shall be entitled to appoint an alternate.
- 12. SECRETARY**
- The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

SHARES

13. SHARE CAPITAL

The A Ordinary Shares and B Ordinary Shares shall constitute separate classes of shares in the Company but shall (save as expressly provided in these Articles) rank *pari passu* in all respects.

14. CALLS ON SHARES AND FORFEITURE

14.1 Subject to these Articles and the terms on which shares are allotted, the Directors may send a notice (a "Call Notice") to a shareholder requiring the shareholder to pay the Company a specified sum of money (a "Call") which is payable in respect of the shares which that shareholder holds at the date when the board decides to send the call notice.

14.2 A Call Notice:

14.2.1 may not require a shareholder to pay a Call which exceeds the total sum unpaid on that shareholder's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);

14.2.2 must state when and how any Call to which it relates is to be paid; and

14.2.3 may permit or require the Call to be paid by instalments.

14.3 A shareholder must comply with the requirements of a Call Notice, but no shareholder is obliged to pay any Call before 10 Business Days have passed since the Call Notice was sent.

14.4 Before the Company has received any Call due under a Call Notice the directors may:

14.4.1 revoke it wholly or in part; or

14.4.2 specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the shareholder in respect of whose shares the Call was made.

14.5 Liability to pay a Call is not extinguished or transferred by transferring the shares in respect of which the Call is required to be paid.

14.6 Joint holders of a share are jointly and severally liable to pay all Calls in respect of that share.

14.7 Subject to the terms on which shares are allotted, the directors may, when issuing shares, make arrangements for a difference between the holders in the amounts and times of payment of Calls on their shares.

14.8 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a share is allotted, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):

14.8.1 on allotment;

14.8.2 on the occurrence of a particular event; or

14.8.3 on a date fixed by or in accordance with the terms of issue.

- 14.9 If the due date for payment of a sum specified in article 14.8 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.
- 14.10 If a person is liable to pay a Call and fails to do so by the Call Payment Date:
- 14.10.1 the directors may send a notice of forfeiture (a "**Forfeiture Notice**") to that person; and
 - 14.10.2 until the Call is paid, that person must pay the Company interest on the Call from the Call Payment Date at the Relevant Rate.
- 14.11 For the purposes of this article 16:
- 14.11.1 the "**Call Payment Date**" is the date on which the Call Notice states that a Call is payable, unless the directors give a notice specifying a later date, in which case the Call Payment Date is that later date; and
 - 14.11.2 the "**Relevant Rate**" is the rate fixed by the terms on which the share in respect of which the Call is due was allotted or, if no such rate was fixed when the share was allotted, five percent per annum.
 - 14.11.3 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.
 - 14.11.4 The Board may waive any obligation to pay interest on a Call wholly or in part.
- 14.12 A Forfeiture Notice:
- 14.12.1 may be sent in respect of any share in respect of which a Call has not been paid as required by a Call Notice;
 - 14.12.2 must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
 - 14.12.3 must require payment of a Call and any accrued interest by a date which is not less than 10 Business Days after the date of the Forfeiture Notice;
 - 14.12.4 must state how the payment is to be made; and
 - 14.12.5 must state that if the Forfeiture Notice is not complied with, the shares in respect of which the Call is payable will be liable to be forfeited.
- 14.13 If a Forfeiture Notice is not complied with before the date by which payment of the Call is required in the Forfeiture Notice, 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.
- 14.14 Subject to the following provisions of this article 16, the forfeiture of a share extinguishes:

- 14.14.1 all interests in that share, and all claims and demands against the Company in respect of it; and
- 14.14.2 all other rights and liabilities incidental to the share as between the person in whose name the share is registered and the Company.
- 14.15 Any share which is forfeited:
 - 14.15.1 is deemed to have been forfeited when the directors decide that it is forfeited;
 - 14.15.2 is deemed to be the property of the Company; and
 - 14.15.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 14.16 If a person's shares have been forfeited:
 - 14.16.1 the Company must send that person notice that forfeiture has occurred and record it in the register of shareholders;
 - 14.16.2 that person ceases to be a shareholder in respect of those shares;
 - 14.16.3 that person must surrender the certificate for the shares forfeited to the Company for cancellation;
 - 14.16.4 that person remains liable to the Company for all sums due and payable by that person at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 14.16.5 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.
- 14.17 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on such terms as it thinks fit.
- 14.18 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.
- 14.19 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been forfeited on a specified date:
 - 14.19.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 14.19.2 subject to compliance with any other formalities of transfer required by these articles or by law, constitutes a good title to the share.
- 14.20 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.

14.21 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:

14.21.1 was, or would have become, payable; and

14.21.2 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.

14.22 A shareholder may surrender any share:

14.22.1 in respect of which the directors may issue a Forfeiture Notice;

14.22.2 which the directors may forfeit; or

14.22.3 which has been forfeited.

14.23 The directors may accept the surrender of any such share in accordance with article 14.22.

14.24 The effect of surrender on a share is the same as the effect of forfeiture on that share and a share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

15. DIVIDENDS

15.1 Any dividend to be paid to a shareholder shall, where applicable and only to the extent necessary, be applied by the Company in paying up any unpaid amount(s) on such shareholders' shares (for the avoidance of doubt, without the need to comply with article 14 regarding Calls) and Model Article 31 shall be deemed to be modified to give effect to this article 15, as appropriate.

15.2 Any dividend remaining to be paid to a shareholder after any deduction(s) in accordance with Clause 15.1 shall be paid to such shareholder in accordance with Model Article 31.

DECISION MAKING BY SHAREHOLDERS

16. QUORUM AT GENERAL MEETINGS

16.1 The quorum for general meetings shall be two shareholders of the Company, such shareholders being present in person or by proxy.

16.2 Model Article 41(1) is modified by the addition of a second sentence as follows: "If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

17. POLL VOTES

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

- 17.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that article.

18. PROXIES

- 18.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words “is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate”.
- 18.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid ,unless the directors, in their discretion, accept the notice at any time before the meeting” as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

19. MEANS OF COMMUNICATION TO BE USED

- 19.1 Subject to article 19.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 19.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 19.1.2 if sent by fax, at the time of transmission; or
 - 19.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
 - 19.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
 - 19.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 19.1.6 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - 19.1.7 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
 - 19.1.8 if deemed receipt under the previous paragraphs of this article 19.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 19.2 To prove service, it is sufficient to prove that:

- 19.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- 19.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- 19.2.3 if sent by post the envelope containing the notice was properly addressed, paid for and posted; or
- 19.2.4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

20. INDEMNITY

- 20.1 Subject to article 20.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
 - 20.1.1 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:
 - 20.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - 20.1.1.2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
 - 20.1.2 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 20.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 20.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 20.3 In this article:
 - 20.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 20.3.2 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

21. **INSURANCE**

21.1 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.

21.2 In this article:

21.2.1 a **"relevant officer"** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);

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

21.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.