

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
CERTIFIED WRITTEN RESOLUTION
A. & R. BROWNLIE LIMITED
(Registered Number SC168642)

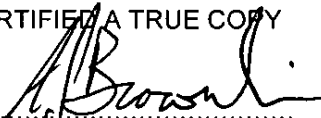
Effective date of the Resolution(s): 14 January 2014 ("the Effective Date")

The undernoted resolutions were duly passed as Special Resolutions of the above named company by Written Resolutions of the members of the Company on the Effective Date, viz:-

SPECIAL RESOLUTIONS

1. "That, 620,268 Ordinary Shares of £1.00 each which are fully paid up and to be transferred by Alexander John Brownlie to The A & R Brownlie Limited Employee Ownership Trust and to be registered in the name of The A & R Brownlie Limited Employee Ownership Trust be and are hereby re-classified as 620,268 A Ordinary Shares of £1.00 each, such A Ordinary Shares of £1.00 each having the rights and being subject to the conditions attached to them respectively by the Articles of Association of the Company to be adopted pursuant to Resolution number 2 below."
2. "That the articles of association in the form annexed and signed by a member of the Company for the purposes of identification be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company."

CERTIFIED A TRUE COPY


.....
Director

THURSDAY



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COMPANIES HOUSE

A. Brownlie

lindsays

**ARTICLES
of
ASSOCIATION
of
A. & R. BROWNLIE LIMITED**

(adopted 14 January 2014)

LINDSAYS
Caledonian Exchange
19A Canning Street
Edinburgh
EH3 8HE

Ref: DGW/MKS/BR/1309/26

www.lindsays.co.uk

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**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF**

**A. & R. BROWNLIE LIMITED
(Company Number SC168642)**

(Adopted by special resolution passed on 14 January 2014)

IT IS HEREBY AGREED

1. INTERPRETATION

1.1 In these Articles, the following words have the following meanings:

A Ordinary	any director appointed to the Company by holders of the A Ordinary Shares;
Director:	the A Ordinary Shares;
A Ordinary Share:	an A Ordinary Share of £1 in the capital of the Company designated as an A Ordinary Share.
Act:	the Companies Act 2006;
Appointor:	has the meaning given in article 11.1;
Articles:	the Company's articles of association for the time being in force;
Business Day:	a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business;
Conflict:	a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;
Eligible Director:	any Eligible Ordinary Director or Eligible A Ordinary Director (as the case may be);
Eligible Ordinary Director:	an Ordinary Director who would be entitled to vote on the matter at a meeting of directors (but excluding any Ordinary Director whose vote is not to be counted in respect of the particular matter);
Eligible A Ordinary Director:	an A Ordinary Director who would be entitled to vote on the matter at a meeting of directors (but excluding any A Ordinary Director whose vote is not to be counted in respect of the particular matter);
holding company:	has the meaning given in article 1.5;

Interested Director:	has the meaning given in article 8.1;
Model Articles:	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 and reference to a numbered "Model Article" is a reference to that article of the Model Articles;
Ordinary Director:	any director appointed to the Company by holders of the Ordinary Shares;
Ordinary Share:	an ordinary share of £1 in the capital of the Company designated as an Ordinary Share;
Trust:	the A & R Brownlie Limited Employee Ownership Trust established by a trust deed by A. & R. Brownlie Limited dated on or around the date of adoption of these Articles; and
Writing or written:	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

- 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 those 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 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act.
- 1.6 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force on the date when these Articles become binding on the Company.
- 1.7 A reference to a statute or statutory provision shall include all subordinate

legislation made as at the date on which these Articles become binding on the Company under that statute or statutory provision.

1.8 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.

1.9 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2. ADOPTION OF THE MODEL ARTICLES

2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

2.2 Model Articles 4, 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.

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

2.4 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".

2.5 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

3. DIRECTORS' MEETINGS

3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles.

3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

3.3 All decisions made at any meeting of the directors shall be made only by *resolution and resolutions* at any meeting of the directors shall be decided by a majority of votes.

4. UNANIMOUS DECISIONS OF DIRECTORS

- 4.1 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.
- 4.2 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.

5. NUMBER OF DIRECTORS

The maximum number and minimum number respectively of the directors may be determined from time to time by Special Resolution of the Company. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall not be less than one.

6. QUORUM FOR DIRECTORS' MEETINGS

- 6.1 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one at least shall be an Ordinary Director (or his alternate).
- 6.2 No business shall be conducted at any meeting of the directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.
- 6.3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for not less than one Business Day at the same time and place unless agreed otherwise.

7. CHAIRING OF DIRECTORS' MEETINGS

The post of chairman of the directors will be held by an Ordinary Director. The chairman shall have a casting vote. If the chairman for the time being is unable to attend any meeting of the board of directors, the shareholder who appointed him shall be entitled to appoint another of its nominated directors to act as chairman at the meeting.

8. DIRECTORS' INTERESTS

- 8.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not so authorised, involve a director (the "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 8.2 Any authorisation under this article will be effective only if:
- 8.2.1 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;
- 8.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- 8.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 8.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
- 8.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 8.3.2 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;
- 8.3.3 provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- 8.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- 8.3.5 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
- 8.3.6 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.
- 8.4 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.
- 8.5 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.
- 8.6 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company, or any other member of such shareholder's Permitted Group, and no authorisation under article 8.1 shall be necessary in respect of any such interest.
- 8.7 Any Ordinary Director shall be entitled from time to time to disclose to the holders of the Ordinary Shares or (as the case may be) the holders of the A Ordinary Shares 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 Ordinary shareholder or (as the case may be) A Ordinary shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing.
- 8.8 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 in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 8.9 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 8.10 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 8.9.
- 8.11 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 8.3, and provided a director 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:

- 8.11.1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
- 8.11.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- 8.11.3 shall be entitled to vote at a meeting of directors or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- 8.11.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 8.11.5 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
- 8.11.6 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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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.

9. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions.

10. APPOINTMENT AND REMOVAL OF DIRECTORS

- 10.1 The holders of a majority of the Ordinary Shares for the time being shall be entitled to appoint any number of persons to be Ordinary Directors of the Company and the holder of a majority of the A Ordinary Shares for the time being shall be entitled to appoint up to 4 person to be A Ordinary Directors of the Company.
- 10.2 Any Ordinary Director may at any time be removed from office by the holder of a majority of the Ordinary Shares and any A Ordinary Director may at any time be removed from office by the holder of a majority of the A Ordinary Shares.
- 10.3 If any Ordinary Director or any A Ordinary Director shall die or be removed from or vacate office for any cause, the holder of a majority of the Ordinary Shares (in the case of an Ordinary Director) or the holder of a majority of the A Ordinary Shares (in the case of an A Ordinary Director) shall appoint in his place another person to be an Ordinary Director or an A Ordinary Director (as the case may be).
- 10.4 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holder of a majority of the Ordinary Shares or A Ordinary Shares (as the case may be) and served on each of the other shareholders and the Company at its registered office, marked for the attention of the Company secretary or delivered to a duly constituted meeting of the directors of the Company. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 10.5 The right to appoint and to remove Ordinary or A Ordinary Directors under this article shall be a class right attaching to the Ordinary Shares and the A Ordinary Shares respectively.
- 10.6 If no Ordinary Shares or A Ordinary Shares remain in issue following a re-designation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the re-designation.
- 10.7 No Ordinary Director or A Ordinary Director shall be appointed or removed otherwise than pursuant to these Articles.
- 10.8 Without prejudice to the chairman's casting vote, if, at or during any meeting of the Directors or of any committee of the Directors, the number of Ordinary Directors present in person or represented by an alternate Director is less than the number of A Ordinary Directors present in person

or represented by an alternate Director, then the voting rights of such Ordinary Directors shall be increased and they shall be entitled to cast the same aggregate number of votes as could be cast by such A Ordinary Directors.

11. ALTERNATE DIRECTORS

- 11.1 Any director (other than an alternate director) (the "**Appointor**") may appoint any person (whether or not a director) other than an existing director representing the other class of shares, to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. In these Articles, where the context so permits, the term "Ordinary Director" or "A Ordinary Director" shall include an alternate director appointed by an Ordinary Director or an A Ordinary Director (as the case may be). A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise.
- 11.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the directors.
- 11.3 The notice must:
 - 11.3.1 identify the proposed alternate; and
 - 11.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.
- 11.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.
- 11.5 Except as the Articles specify otherwise, alternate directors:
 - 11.5.1 are deemed for all purposes to be directors;
 - 11.5.2 are liable for their own acts and omissions;
 - 11.5.3 are subject to the same restrictions as their Appointors; and
 - 11.5.4 are not deemed to be agents of or for their Appointors,and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.
- 11.6 A person who is an alternate director but not a director may, subject to him being an Eligible Director:
 - 11.6.1 Be counted as participating for the purposes of determining

whether a quorum is present at a meeting of directors (but only if that person's Appointor is an Eligible Director and is not participating); and

11.6.2 Participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).

11.7 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an Eligible Director in relation to that decision), in addition to his own vote on any decision of the directors.

11.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

11.9 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

11.9.1 when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or

11.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director; or

11.9.3 when the alternate director's Appointor ceases to be a director for whatever reason.

12. SHARE CAPITAL

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

12.2 As regards the profits of the Company available for distribution, such profits shall be distributed amongst the holders of such class or classes of shares as the directors may determine from time to time, PROVIDED ALWAYS that:

12.2.1 the dividends payable to any particular class of shares shall not exceed the amount recommended by the directors in respect of such class; and

- 12.2.2 the aggregate dividends payable to all the classes of shares shall not exceed the aggregate amount recommended by the directors.
- 12.3 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class.
- 12.4 On the transfer of any share as permitted by these Articles:
- 12.4.1 a share transferred to a non-shareholder shall remain of the same class as before the transfer; and
- 12.4.2 a share transferred to a shareholder shall automatically be re-designated on transfer as a share of the same class as those shares already held by the shareholder.
- If no shares of a class remain in issue following a re-designation under this article, 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, shareholders of that class or directors appointed by that class.
- 12.5 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 12.6 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
- 12.6.1 any alteration in the Articles;
- 12.6.2 any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and
- 12.6.3 any resolution to put the Company into liquidation.
- 12.7 Without prejudice to the generality of their rights, the rights attached to the Ordinary Shares shall each be deemed to be varied at any time by any

any allotment or issue of equity securities (as defined in section 560(1) of the Act) if the effect would be to reduce the Trust's shareholding of A Ordinary Shares to less than 51% of the aggregate of the issued Ordinary Shares and the A Ordinary Shares from time to time.

- 12.8 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the Act.

13. THE TRUST

- 13.1 The Company, as exercised by a decision of the majority of the Ordinary Directors (with a casting vote exercisable by the chairman in the case of an equality of votes), has the right, as set out in the trust deed of the Trust to appoint or remove trustees of the Trust subject to the terms of the trust deed of the Trust (as varied from time to time) and the shareholders shall do such acts and sign such deeds and or documents as may be necessary or desirable to enable the Company to give effect to such right from time to time.

- 13.2 Notwithstanding any other provision of these Articles, the trust deed of the Trust, any other agreement whether formal or informal, or the Act, no equity securities (as defined in section 560(1) of the Act) of the Company may be allotted and/or issued if the effect would be to reduce the Trust's shareholding of A Ordinary Shares to less than 51% of the aggregate of the issued Ordinary Shares and the A Ordinary Shares from time to time, save with the express prior written consent of the Trustees of the Trust. Any such purported allotment without such prior written consent shall be invalid and ineffective.

14. SHARE TRANSFERS

- 14.1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.
- 14.2 The directors may in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share.

15. QUORUM FOR GENERAL MEETINGS

- 15.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be a holder of Ordinary Shares or a duly authorised representative of such holder and one shall be a holder of A Ordinary Shares or a duly

authorised representative of such holder.

- 15.2 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.

16. CHAIRING GENERAL MEETINGS

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

17. VOTING

At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder.

18. PROXIES

- 18.1 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" as a new paragraph at the end of that article.

19. INDEMNITY AND INSURANCE

- 19.1 Subject to article 19.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

19.1.1 each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them,

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 affairs; and

19.1.2 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 19.1.1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

19.2 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.

19.3 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.

19.4 In this article:

19.4.1 a "**relevant officer**" means any director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and

19.4.2 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 or any pension fund of the Company.