

Company Number 2480198

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

JARVIS HOLDINGS LIMITED

("Company")

Circulation Date: *15 October* 2019 ("Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 ("Act"), the directors of the Company ("Directors") propose that the following resolutions be passed as special resolutions ("Resolutions").

We, the undersigned, being all of the shareholders entitled to vote on the following Resolutions, resolve as follows:

1. Special Resolution

That any rights of pre-emption on a transfer of shares contained in the Act, the articles of association of the Company or any shareholders agreement be hereby waived in order to permit the transfer of 35 ordinary A shares of £1.00 each from David Jarvis to The Jarvis Group Employee Share Trust.

2. Special Resolution

That the 48 ordinary A shares in issue in the capital of the Company be re-designated as 48 ordinary shares resulting in a total issued share capital of the Company of 100 ordinary shares.

3. Special Resolution

That the articles of association in the form attached to these Resolutions be adopted as the articles of association of the Company to the exclusion of the existing articles of association.

AGREEMENT

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

The undersigned, being the shareholders of the Company entitled to vote on the Resolution on the Circulation Date, irrevocably agree to the Resolution.




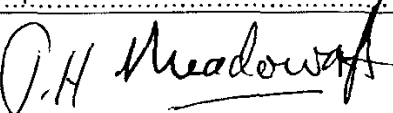
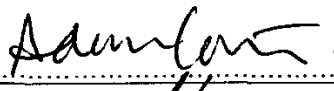


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15/11/2019

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COMPANIES HOUSE

Signed by:

Name	Signature(s)	Date
PAUL GIBBS		15/10/2019
JIM MEADOWCROFT		15/10/2019
ADAM CARTER		15/10/2019
DAVID PITT		15/10/2019
A director of Jarvis Group Trustees Limited for and on behalf of THE JARVIS GROUP EMPLOYEES' SHARE TRUST		15/10/2019

NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated and returning it by hand or post to the Company's registered office at 1 Tennyson Street, Swindon, Wiltshire SN1 5DT.
2. Once you have returned this document to the Company, your vote cannot be revoked and you cannot change your mind.
3. The Resolutions will lapse if not passed by the date that is 28 days after the Circulation Date.
4. If you are signing this document on behalf of a person under a power of attorney or other authority, please send us a certified copy of the power of attorney or authority when returning this document.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
JARVIS HOLDINGS LIMITED**

COMPANY NUMBER: 2480198

(Adopted by Special Resolution on 15/10/2019)

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

JARVIS HOLDINGS LIMITED

(Adopted by Special Resolution on 15/10/ 2019)

INTERPRETATION

1.

1.1. In these Articles the following words shall have the following meanings:

CA 2006	the Companies Act 2006 and every statutory modification or re-enactment thereof for the time being in force;
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;
Connected Person	has the meaning attributed by section 839 Income and Corporation Taxes Act 1988;
Eligible Director	a director who would be entitled to vote on a particular matter at a meeting of the directors;
Employee Benefit Trust	a trust established for the benefit of employees of the Company;
Independent Expert	an independent chartered accountant to be appointed (in default of nomination by agreement between the Seller and the directors of the Company) by the President for the time being of the Institute of Chartered Accountants in England and Wales;
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;
Shareholders	the registered holders of Shares;
Shares	the ordinary shares in the capital of the Company;
Seller	has the meaning set out in Article 6.1;
subsidiary	has the meaning set out in section 1162 of the CA 2006;
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, save as provided by Article 12.3.

- 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 CA 2006 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 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 A reference to one gender shall include all genders and a reference to a person shall include a natural person, corporate or incorporated body (whether or not having a separate legal personality).

ADOPTION OF THE MODEL ARTICLES

2.

- 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 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 26(5), 44(2), 52 and 53 shall not apply to the Company.
- 2.3 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".
- 2.4 Model Articles 27(2)(a) and (b) shall be amended by the insertion, in each case, of the words "and to any other agreement to which the holder was party at the time of his death" after the words "subject to the articles".
- 2.5 Model Article 28(2) shall be amended by the deletion of the word "if" and the insertion of the words "Subject to the articles and to any other agreement to which the holder was party at the time of his death, if" in its place.
- 2.6 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".

SHARE CAPITAL AND LIABILITY

3

- 3.1 The share capital of the Company consists of ordinary shares all ranking equally in all respects.

- 3.2 The liability of the members shall be limited to the amounts unpaid, if any, on the Shares held by them.

TRANSFER OF SHARES

4. The Board may decline to register any transfer of Shares but any transfer approved by the Board must be made in accordance with the provisions of these Articles. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles, the Board may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the Board may reasonably think necessary or relevant. Any transfer of Shares made by a Shareholder under these Articles shall be on the basis that they do with full title guarantee.

PERMITTED TRANSFERS

5

Permitted transfers by Employee Benefit Trusts

- 5.1. Subject to Article 4 and notwithstanding any other provision in these Articles a transfer of Shares may be made by:
- 5.1.1. an Employee Benefit Trust acting through its corporate trustee to any employee of the Company pursuant to the rules of such Employee Benefit Trust (whether pursuant to an option to acquire shares granted by the Employee Benefit Trust or otherwise); or
 - 5.1.2. by an employee or former employee of the Company or a subsidiary of the Company to an Employee Benefit Trust pursuant to any option to acquire shares granted by either of them in favour of the other of them in connection with the planning of the retirement of that employee or former employee from the business of the Company or a subsidiary of the Company.

Mandatory transfer on change of control of shareholder

- 5.2. Subject to the following exclusion, if a Shareholder being a company ceases to be within the control (as such term is defined by section 840 of the Income and Corporation Taxes Act 1988) of the person(s) who controlled such company on the date on which it became a Shareholder of the Company or on the date of adoption of these Articles (whichever shall be the later) it shall be deemed to have immediately given a Transfer Notice in respect of all the Shares as shall then be registered in its name. This article 5.2 shall not apply to the corporate trustee of an Employee Benefit Trust.

Bankruptcy of Shareholder

- 5.3. If a Shareholder becomes bankrupt or in the case of a company enters into liquidation (compulsorily or voluntarily) or has an administrator appointed or has a receiver, administrator, administrative receiver, manager or similar official appointed of the whole or any part of its assets, a Transfer Notice (as defined in Article 6.1) shall be deemed to have been given by the Shareholder in respect of all his Shares and the Sale Price (as defined in Article 6.1) shall be the par value of those Shares.

PRE-EMPTION RIGHTS ON TRANSFER OF SHARES

6.

Transfer notices

- 6.1. Save as otherwise provided in these Articles every member who desires to transfer any Shares shall give to the Company notice in writing of such desire (a **"Transfer Notice"**). Where the Transfer Notice is deemed to have been given it is referred to as a **Deemed Transfer Notice**. Transfer Notices and Deemed Transfer Notices shall constitute the Company the agent of the member who desires to transfer the shares or the member the subject of the Deemed Transfer Notice (in either case the **"Seller"**) for the sale of the shares specified in it (the **"Sale Shares"**) in one or more lots at the discretion of the directors at the Sale Price (as defined below in Article 6.2).

Calculation of the Sale Price

- 6.2. The price for the shares being transferred (the **"Sale Price"**) shall be the price agreed by the Seller and the Company (acting by its directors) which may include any agreement as to price set out in a shareholders agreement to which the Company is party. If there is no shareholders agreement setting out an agreed price and the Seller and the directors are unable to agree a price within 28 days of the Transfer Notice being given or being deemed to have been given the Seller and the directors shall instruct an Independent Expert within 7 days and the Sale Price will instead be the price which the Independent Expert shall certify to be in his opinion a fair value of it. In arriving at this opinion the Independent Expert will value the shares as at the date the Transfer Notice is given or is deemed to have been given on a going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of class or the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. The decision of the Independent Expert as to the Sale Price shall be final and binding.

Right of Seller to reject partial sales

- 6.3. A Transfer Notice (but not a Deemed Transfer Notice) may contain a condition (a **"Total Transfer Condition"**) that unless all the shares comprised in it are sold by the

Company pursuant to this Article none shall be sold. Any such provision shall be binding on the Company.

Certification of the Sale Price and right of Seller to cancel

- 6.4 If the Independent Expert is asked to certify the fair value his certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. The Seller shall be entitled by notice in writing given to the Company within ten days of the service upon him of the copy certificate to cancel the Company's authority to sell the Sale Shares unless the shares are to be sold pursuant to a Deemed Transfer Notice in which case there shall be no such right to cancel. The cost of obtaining the certificate shall be paid by the Seller and the Buyer(s) as the Independent Expert determines unless the Seller cancels a Transfer Notice in which case the Seller shall bear the cost.

Pre-emptive offers – general

- 6.5. Once the Sale Price has been determined the Sale Shares shall be offered for sale as set out below in Article 6.6 unless the Seller gives a valid notice of cancellation pursuant to Article 6.4. All offers made by the Company shall give details of the number and Sale Price of the Sale Shares and whether the Sale Shares are subject to a Total Transfer Condition.

Offer

- 6.6.
- 6.6.1. As soon as Sale Shares become available they shall immediately be offered for purchase by the Company. The Board shall have a period of twenty one days from the relevant offer notice (the "**Company Offer Period**") to resolve whether or not the Company is willing and able (subject to compliance with Part 18 of the CA 2006) to purchase any of the Sale Shares and if they do so resolve to purchase Sale Shares, such purchase shall be completed by the Company within twenty one days of the expiry of the Company Offer Period and the shareholders shall vote in favour of a resolution put to them to approve that purchase pursuant to section 694 of the CA 2006. If the Company does not purchase any or all of the Sale Shares, the remaining Sale Shares shall be offered for purchase to any Employee Benefit Trust. Any offer made by the Company under this sub-article will invite the Employee Benefit Trust to state in writing within twenty one days from the expiry of the Company Offer Period (the "**EBT Offer Period**") whether they are willing to accept all or any such Sale Shares offered to the Employee Benefit Trust. If the Employee Benefit Trust does resolve to purchase Sale Shares, such purchase shall be completed by the Employee Benefit Trust within twenty one days of the expiry of the EBT Offer Period.

- 6.6.2. If any Sale Shares remain unallocated after being offered to the Company and an Employee Benefit Trust, the Sale Shares shall be offered to the holders of Shares (other than the Seller) pro rata as nearly as may be to the respective numbers of Shares held by such Shareholders. Any offer made by the Company under this sub-article will invite the relevant Shareholders to state in writing within twenty one days from the relevant notice (the "**Shareholder Offer Period**") whether they are willing to accept all or any such Sale Shares offered to them and if they accept all such Sale Shares whether they offer to subscribe for any Sale Shares which remain unallocated after the Shareholder Offer Period ("**Further Shares**") at the same price per share as offered in the Shareholder Offer Period. If at the end of the Shareholder Offer Period there are any Sale Shares offered which have not been allocated the Company shall allocate amongst those Shareholders who have offered to purchase the Further Shares (if more than one) in the proportions as nearly as possible in which Shares are registered in their name on the date of the Transfer Notice provided that no Shareholder shall be liable to take more Further Shares than those he shall have offered to take and any shares which cannot be divided without creating fractions shall be apportioned by lot among the Shareholders offering to take Further Shares.

Transfer procedure for pre-emptive offers

- 6.7. Subject to Article 6.3 if the Company finds a buyer for all or any of the Sale Shares under the terms of this Article the Seller shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or such of the same for which the Company shall have found a Buyer or Buyers) to such persons. If the Seller defaults in transferring Sale Shares the Company shall if so required by the party willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Seller and shall authorise some person to execute transfers of the Sale Shares in favour of the Buyer or Buyers and shall enter the names of the Buyer or Buyers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them as aforesaid.

Effect of non-compliance

- 6.8. Any purported transfer of shares otherwise than in accordance with the provisions of these Articles shall be void and have no effect.

DRAG ALONG

- 7.1 In this Article 7, a "Qualifying Offer" shall mean a bona fide offer made at arm's length in writing by or on behalf of any third party to the Shareholders to acquire all the Shares then in issue for the same consideration per Share payable to all Shareholders and all on the same terms.
- 7.2. If the holders of no less than 80 per cent of the shares ("**Accepting Shareholders**") wish to accept the Qualifying Offer, then the provisions of this Article 7 shall apply.
- 7.3 The Accepting Shareholders shall give written notice to the remaining Shareholders (the "**Other Shareholders**") of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee and otherwise on the same terms and conditions as those set out in the Qualifying Offer and on the date specified by the Accepting Shareholders.
- 7.4. Subject to Article 7.3, if any Other Shareholder shall not, within 14 days of being required to do so, execute and deliver transfers in respect of the Shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof (Indemnity)), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and the Indemnity on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Other Shareholders) of the consideration payable for the relevant Shares (net of the relevant proportion of any transaction costs associated to the Qualifying Offer that the directors determine are to be properly borne by the Shareholders), deliver such transfer(s) and certificate(s) or the Indemnity to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.
- 7.5. Any Transfer Notice (but not a Deemed Transfer Notice) served in respect of any Share shall automatically be revoked by a notice to the Other Shareholders under Article 7.3.
- 7.6. No rights of pre-emption or other restrictions contained in these Articles shall apply on any sale and transfer of shares to the proposed purchaser in accordance with this Article 7.

TAG ALONG

8.

- 8.1 Subject always to Article 6, if at any time one or more Shareholders (**Proposed Sellers**) proposes to sell, in one or a series of related transactions, certain of the Shares then in issue to any person or persons not being another Shareholder, and as a result of the sale such person(s) would hold 50 per cent or more of the shares then in issue (such

shares to be sold being defined as the **Majority Holding**) the Proposed Sellers may only sell the Majority Holding if they comply with the provisions of this Article 8.

8.2 The Proposed Sellers shall give written notice (**Proposed Sale Notice**) to the other holders of the Shares of such intended sale at least 14 days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents:

- (a) the identity of the proposed buyer (**Proposed Buyer**);
- (b) the purchase price and other terms and conditions of payment;
- (c) the proposed date of sale (**Proposed Sale Date**); and
- (d) the number of Shares proposed to be purchased by the Proposed Buyer (**Proposed Sale Shares**).

8.3 Any other Shareholder shall be entitled, by written notice given to the Proposed Sellers within 7 days of receipt of the Proposed Sale Notice, to be permitted to sell all of his Shares to the Proposed Buyer with full title guarantee and otherwise on the same terms and conditions as those set out in the Proposed Sale Notice.

8.4 If any Shareholder is not given the rights accorded him by the provisions of this Article, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to effect such a sale.

General meetings

9

Voting

- 9.1. A quorum for a meeting of the Shareholders shall be the higher of (i) two Shareholders or (ii) such number of Shareholders who between them shall hold 50% or more of the Shares in issue (but excluding Shares held by an Employee Benefit Trust).
- 9.2. The holders of shares shall have the right to receive notice of and to attend, speak and vote at all general meetings of the Company and each such share shall carry one vote.
- 9.3. Votes may be exercised as follows:
 - 9.3.1. 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; and

- 9.3.2. on a vote on a written resolution every shareholder has one vote for each share of which he is the holder.

Poll votes

- 9.4 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the CA 2006) present and entitled to vote at the meeting.
- 9.5 Model Article 44(3) 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.

Proxies

- 9.6 Model Article 45(1)(d) 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 general meeting (or adjourned meeting) to which they relate".
- 9.7 Model Article 45(1) 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.

DIRECTORS

10.

Directors' meetings

- 10.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with Articles 10.5 to 10.7.
- 10.2 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. The directors will meet at the request of a director and at regular intervals not exceeding 6 months.
- 10.3 Each director has one vote at a meeting of directors
- 10.4 Any Director may participate in a meeting of the directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

Unanimous decisions of directors outside of a meeting

- 10.5 A decision of the directors is taken in accordance with these Articles 10.5 to 10.7 when all Eligible Directors indicate to each other by any means that they share a common view on a matter outside of a meeting.
- 10.6 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.
- 10.7 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter.

Number of directors

- 10.8 The number of directors shall not be less than one but there shall be no maximum. No shareholding qualification for directors shall be required.

Calling a directors' meeting

- 10.9 Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by the directors entitled to attend and vote at such meeting) to each director or by authorising the Company secretary (if any) to give such notice.
- 10.10 Notice of any directors' meeting must be accompanied by:
- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - (b) copies of any papers to be discussed at the meeting.
- 10.11 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors present at the meeting agree in writing.

Quorum for directors' meetings

- 10.12 The number of directors shall not be less than one but there shall be no maximum. No shareholding qualification for directors shall be required.
- 10.13 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, but for so long as there is only one director in office this rule does not apply and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision making.

- 10.14 No business shall be conducted at any meeting of directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.
- 10.15 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 7 days at the same time and place.

Chairing of directors' meetings

- 10.16 If the directors appoint a chairman, he shall not have a casting vote.

DIRECTORS INTERESTS

11

- 11.1 For the purposes of section 175 of the CA 2006, the Board shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, 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 CA 2006 to avoid conflicts of interest.
- 11.2 The Interested Director must provide the other directors with such details as are necessary for them to decide whether or not to authorise the Conflict, together with such additional information as may be requested by them.
- 11.3 Any authorisation by the Board of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) 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;
 - (c) 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;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Board shall think fit;
 - (e) 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

- (f) 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.

11.4 Where the Board authorises a Conflict:

- (a) the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the shareholders in relation to the Conflict; and
- (b) the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the CA 2006, provided he acts in accordance with such terms and conditions (if any) as the shareholders impose in respect of their authorisation.

11.5 The Board 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.

11.6 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 shareholders in accordance with these Articles (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.

11.7 Subject to sections 177(5) and 177(6) of the CA 2006, 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 CA 2006.

11.8 Subject to sections 182(5) and 182(6) of the CA 2006, 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 CA 2006, unless the interest has already been declared under Article 11.7.

11.9 Subject, where applicable, to any terms, limits or conditions imposed by the shareholders in accordance with Article 11.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the CA 2006, a director who is in any way,

whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) 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;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- (c) 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;
- (d) 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;
- (e) 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
- (f) 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 CA 2006)) 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 CA 2006.

ADMINISTRATIVE ARRANGEMENTS

12.

Means of communication to be used

12.1 Subject to Article 12.3, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a) 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
- (b) if sent by pre-paid United Kingdom first class post or another next working day delivery service providing proof of postage to an address in the United Kingdom, at 9.00 am

on the second Business Day after posting or at the time recorded by the delivery service; or

- (c) 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
- (d) 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
- (e) if sent or supplied by email, at the time of transmission; or
- (f) 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
- (g) if deemed receipt under the previous paragraphs of this Article 12.1 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.

12.2 To prove service, it is sufficient to prove that:

- (a) if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- (b) if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- (c) if sent by email, the notice was properly addressed and sent to the e-mail address of the recipient.

12.3 Any notice, document or other information served on, or delivered to, an intended recipient under Articles 6, 7 or 8 (as the case may be) may not be served or delivered in electronic form or by means of a website.

Indemnity and insurance

12.4 Subject to Article 12.5, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) 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 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

- (b) 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 12.4(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

12.5 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law and any such indemnity is limited accordingly.

12.6 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.

12.7 In this Article:

- (a) a "relevant officer" means any director or other officer or former 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
- (b) 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 employees' share scheme of the Company.