

Company No. 2800218

Articles of Association of UK Mail Group Limited

Incorporated 16 March 1993

Name changed from "UK Mail Group plc" on 23 December 2016

Adopted by special/written resolution passed on 23 December 2016



THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

UK Mail Group Limited

Adopted by special resolution passed on 23 December 2016

1 PRELIMINARY

The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("**Model Articles**") apply to the Company except in so far as they are excluded or varied by these Articles

2 INTERPRETATION

- 2 1 In these Articles the following expressions have the following meanings unless inconsistent with the context

| | |
|----------------------|--|
| "2006 Act" | the Companies Act 2006 (as amended from time to time) |
| "these Articles" | these Articles of Association as amended from time to time |
| "electronic means" | has the meaning given in section 1168 of the 2006 Act |
| "eligible directors" | has the meaning given in Model Article 8(3) |
| "Statutes" | the Companies Acts as defined in section 2 of the 2006 Act and every other statute, order, regulation or other subordinate legislation for the time being in force relating to companies and affecting the Company |
| "United Kingdom" | Great Britain and Northern Ireland |

- 2 2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Statutes but excluding any statutory modification of the same not in force when these Articles become binding on the Company

- 2 3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision

3. **UNANIMOUS DECISIONS OF DIRECTORS**

A decision of the directors 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 Model Article 8(2) shall not apply to the Company

4 **NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be the subject to any maximum but shall not be less than 2

5 **PARTICIPATION IN DIRECTORS' MEETINGS**

- 5 1 Model Article 9(2)(c) shall be amended by the insertion of the word "simultaneously" after the words "how it is proposed that they should" and before the words "communicate with each other during the meeting"

- 5 2 Model Article 13 shall not apply to the Company

6 **QUORUM FOR DIRECTORS' MEETINGS**

The following shall be added as paragraph (4) to Model Article 11 -

"(4) If, as a consequence of section 175(6) of the 2006 Act, a director cannot vote or be counted in the quorum at a directors' meeting then the following shall apply -

- (a) if the eligible directors participating in the meeting do not constitute a quorum then the quorum for the purposes of the meeting shall be reduced by one for each director who cannot vote or be counted in the quorum, and
- (b) if despite sub-paragraph (a) the eligible directors participating in the meeting still do not constitute a quorum or there are no eligible directors then the meeting must be adjourned to enable the shareholders to authorise any situation in which a director has a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company "

7 DIRECTORS' INTERESTS

- 7 1 Subject to these Articles and the 2006 Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director
- 7 1 1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested,
 - 7 1 2 may hold any other office or employment with the Company (other than the office of auditor),
 - 7 1.3 may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested,
 - 7 1 4 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested (other than as auditor),
 - 7 1 5 shall not be accountable to the Company for any benefit which he receives or profits made as a result of anything permitted by Articles 7.1 1 to 7 1 4 and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit
- 7 2 Except for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which a director or any other interested director may have or where the terms of authorisation of such conflict provide that a director may not vote in situations prescribed by the directors when granting such authorisation, a director will be entitled to participate in the decision making process for voting and quorum purposes on any of the matters referred to in Articles 7 1 1 to 7 1.4 and in any of the circumstances set out in Model Articles 14(3) and 14(4)
- 7.3 For the purposes of these Articles references to decision making process includes any directors' meeting or part of a directors meeting
- 7 4 For the purposes of Article 7 1:
- 7 4 1 a general notice given in accordance with the 2006 Act is to be treated as a sufficient declaration of interest;
 - 7.4 2 a director is not required to declare an interest either where he is not aware of such interest or is not aware of the transaction or arrangement in question; and
 - 7.4.3 an interest of a director who appoints an alternate director shall be treated as an interest of the alternate director
- 7 5 Model Articles 14(1), 14(2) and 14(5) shall not apply to the Company

8 DIRECTORS' PENSIONS AND GRATUITIES

In addition to the provisions of Model Article 19(3)(b), the directors may exercise all the powers of the Company to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for present or former directors or employees (or their dependants) of the Company or any subsidiary undertaking (as defined in section 1162 of the 2006 Act) or associated undertaking (as defined in section 497(4) of the 2006 Act) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

9. SHARES

In accordance with section 567(1) and (2) of the 2006 Act, sections 561(1) and 562 (1) to (5) (inclusive) of that Act shall not apply to the Company

10 TRANSMITTEES BOUND BY PRIOR NOTICES

Model Article 29 shall be amended by the insertion of the words ", or the name of any person nominated under Model Article 27(2)," after the words "the transmittee's name"

11. NOTICE OF GENERAL MEETINGS

Every notice convening a general meeting shall

11.1 comply with section 325(1) of the 2006 Act as to giving information to shareholders relating to their right to appoint proxies, and

11.2 be given in accordance with section 308 of the 2006 Act, that is in hard copy form, electronic form or by means of a website

12 PROCEEDINGS AT GENERAL MEETINGS

12 1 If a quorum is not present within half an hour of the time at which a general meeting is due to start or if, during a general meeting, a quorum ceases to be present the chairman of the meeting must adjourn it

12 2 When adjourning the general meeting the chairman of the meeting must specify that the meeting is adjourned either

12 2 1 to the same day, place and time the following week, or

12 2.2 to another day, place and time to be decided by the directors.

12 3 Model Article 41 shall not apply to the Company

13 WRITTEN RESOLUTIONS

13 1 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date. A written resolution is passed when the required majority of eligible Members have signified their agreement to it.

13 2 For the purposes of this Article "**circulation date**" is the date on which copies of the written resolution are sent or submitted to shareholders or, if copies are sent or submitted on different days, to the first of those days.

14 COMPANY COMMUNICATION PROVISIONS

14 1 Where -

14 1 1 a document or information is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom and

14 1 2 the Company is able to show that it was properly addressed, prepaid and posted

it is deemed to have been received by the intended recipient 24 hours after it was posted

14 2 Where -

14 2 1 a document or information is sent or supplied by electronic means, and

14 2 2 the Company is able to show that it was properly addressed,

it is deemed to have been received by the intended recipient immediately after it was sent.

14 3 Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section shall be deemed modified by Articles 14 1, 14 2 and 14 4

14 4 Subject to any requirements of the 2006 Act, documents and notices may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified

15 DIRECTORS' INDEMNITY AND INSURANCE

15.1 Subject to, and so far as may be permitted by, the 2006 Act and without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, former director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise

in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, secretary or other officer of the Company or of any such associated company and against any such liability incurred by him in connection with the Company's activities as trustee of an occupational pension scheme as defined in section 235(b) of the 2006 Act

15 2 Subject to the 2006 Act the directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, former director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, secretary or other officer of the Company or associated company

15 3 Subject to, and so far as may be permitted by, the 2006 Act, the Company shall be entitled to fund the expenditure of every director, former director, secretary, or other officer of the Company incurred or to be incurred.

15 3 1 in defending any criminal or civil proceedings, or

15 3 2 in connection with any application under sections 661(3), 661(4) or section 1157 of the 2006 Act

16 **REGISTERED OFFICE**

The Company's registered office is to be situated in England and Wales

17 **SCHEME OF ARRANGEMENT**

17 1 In this Article 17, the "Scheme" means the scheme of arrangement dated 26 October 2016, between the Company and the Scheme Shareholders (as defined in the Scheme) under sections 895 to 899 of the Companies Act in its original form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed by the Company and Deutsche Post AG ("**Deutsche Post DHL**") and (save as defined in this Article) expressions defined in the Scheme shall have the same meanings in this Article

17.2 Notwithstanding any other provision of these Articles, if the Company issues any ordinary shares (other than to Deutsche Post DHL or its nominee(s)) after the adoption of this Article and before the Scheme Record Time (as defined in the Scheme), such shares shall be issued subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the holders of such shares shall be bound by the Scheme accordingly

- 17 3 Subject to the Scheme becoming effective, if any ordinary shares are issued to any person (a "**New Member**") (other than under the Scheme or to Deutsche Post DHL or its nominee(s)) on or after the Scheme Record Time (the "**Transfer Shares**"), they will be immediately transferred with full title guarantee to Deutsche Post DHL (the "**Purchaser**") (or as it may direct) in consideration for the payment to the New Member of an amount in cash for each Transfer Share equal to the cash consideration (excluding the Agreed Dividend) as would have been payable under the Scheme had such Transfer Shares been Scheme Shares
- 17 4 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) effected after the Effective Date, the value of the cash payment per share to be paid under Article 17 3 shall be adjusted by the Directors in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article to Ordinary Shares shall, following such adjustment, be construed accordingly
- 17 5 To give effect to any transfer of Transfer Shares required by Article 17 3 above, the Company may appoint any person as agent and/or attorney for the New Member to transfer the Transfer Shares to the Purchaser and/or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of the agent and/or attorney be necessary or desirable to vest the Transfer Shares in the Purchaser or its nominee(s) and pending such vesting to exercise all such rights attaching to the Transfer Shares as the Purchaser may direct. If an agent and/or attorney is so appointed, the New Member shall not thereafter (except to the extent that the agent and/or attorney fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Transfer Shares unless so agreed by the Purchaser. The agent and/or attorney shall be empowered to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the consideration for the Transfer Shares and may register the Purchaser and/or its nominee as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member for the Transfer Shares. The Purchaser shall send a cheque drawn on a UK clearing bank in favour of the New Member (or any subsequent holder) for the consideration for such Transfer Shares as soon as practicable and, in any event, by no later than 14 days after the transfer of the Transfer Shares
- 17 6 Notwithstanding any other provision of these Articles, the Company and the directors shall refuse to register the transfer of any Transfer Shares effected between the Scheme Record Time and the Effective Date