

Company number 07932861

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

NEW EARTH ENERGY (WEST) OPERATIONS LIMITED

(the "Company")

25 July 2015 (Circulation Date)

SATURDAY



A10 01/08/2015 #328
COMPANIES HOUSE

9/28/17
Avon - - - ERG Y.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the below resolutions are passed as special resolutions (**Resolutions**)

SPECIAL RESOLUTIONS

- 1 THAT the draft articles of association annexed to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association
- 2 That the registered name of the Company be changed to Avonmouth Bio Power Energy Limited

AGREEMENT

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

The undersigned, a person entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions

Signed by:

New Earth Energy (Avonmouth) Limited

D. J. White

Date

25 July 2015

NOTES

- 1 If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company's registered office
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
- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 3 Unless, by 28 days after the Circulation Date sufficient agreement has been received for the Resolutions to pass, it will lapse If you agree to the Resolutions, please ensure that your agreement reaches us before or on this date
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members

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- 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 or authority when returning this document

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
NEW EARTH ENERGY (WEST) OPERATIONS LIMITED
(Company number 07932861) (the Company)
(Adopted by special resolution passed on 25 July 2015)

It is agreed as follows

1 Interpretation

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

A Director	any Director appointed to the Company by holders of the A Shares in Avonmouth Bio Power Limited
A Share	an ordinary share of £1 in the capital of in Avonmouth Bio Power Limited designated as an A Share
A Shareholder	the holder of the A Shares in Avonmouth Bio Power Limited from time to time
Act	the Companies Act 2006
Articles	the Company's articles of association for the time being in force
Avonmouth Bio Power Limited	a company incorporated and registered in England and Wales with company number 09626128
Board	the board of Directors of the Company as constituted from time to time
Board Reserved Matters	matters concerning the Company which are reserved for consideration by all of the A Directors, the M Directors and the S Directors of Avonmouth Bio Power Limited as agreed by the shareholders of Avonmouth Bio Power Limited from time to time
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
Chief Executive Officer	an individual appointed by the Company to act in the role of Chief Executive Officer and who shall also be appointed as a Director
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 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)
Encumbrance	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement
Group	in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company, and each company in a Group is a member of the Group
holding company	has the meaning given in article 1 14
Interested Director	has the meaning given in article 7 1
M Director	any Director appointed to the Company by holders of the M Shares in Avonmouth Bio Power Limited
M Share	an ordinary share of £1 in the capital of in Avonmouth Bio Power Limited designated as an M Share
M Shareholder	the holder of the M Shares in Avonmouth Bio Power Limited from time to time
Model Articles	the model articles for private companies limited by Shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>) 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
Permitted Group	in relation to a company, any wholly owned subsidiary of that company, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company, and each company in a Permitted Group is a member of the Permitted Group Unless the context otherwise requires, the application of the definition of Permitted Group to any company at any time will apply to the company as it is at that time
Permitted Transferee	in relation to a Shareholder, any member of the same Permitted Group as that Shareholder,
S Director	any Director appointed to the Company by holders of the S Shares in Avonmouth Bio Power Limited,
S Share	an ordinary share of £1 in the capital of in Avonmouth Bio Power Limited designated as an S Share
S Shareholder	the holder of the S Shares in Avonmouth Bio Power Limited from time to time,

Shares	the shares in issue from time to time as the context so requires
Shareholder Reserved Matters	matters reserved for consideration by the shareholders of Avonmouth Bio Power Limited, as agreed by the shareholders of Avonmouth Bio Power Limited from time to time
Shareholders	the holders of Shares in Avonmouth Bio Power Limited
subsidiary	has the meaning given in article 1 14
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 6(2), 7, 8, 9(1) and (3), 11 to 14 (inclusive), 16, 17, 18(e), 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company
1 11	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 12	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 13	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"
1 14	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 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its Shares in that other company are registered in the name of

1 14 1 another person (or its nominee), by way of security or in connection with the taking of security, or

1 14 2 its nominee

2 Directors' Meetings

2 1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these Articles or as agreed between the Shareholders from time to time

2 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 try to meet at least monthly.

2 3 Except in relation to the Board Reserved Matters and the Shareholder Reserved Matters, all decisions made at any meeting of the Directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it except that where there is an equality of votes, the vote of the Chief Executive Officer shall be disregarded.

2 4 Each Director has one vote at a meeting of Directors.

3 Number of Directors

3 1 The number of Directors shall not be less than two and no more than six made up of up to two A Directors, up to two M Directors, an S Director and the Chief Executive Officer. No shareholding qualification for Directors shall be required.

4 Calling a Directors' Meeting

4 1 Any Director may call a meeting of Directors by giving not less than ten Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by at least one A Director, one M Director and one S Director) to each Director.

4 2 Notice of any Directors' meeting must be accompanied by

4 2 1 an agenda specifying in reasonable detail the matters to be raised at the meeting, and

4 2 2 copies of any papers to be discussed at the meeting.

4 3 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 agree in writing.

5 Quorum for Directors' Meetings

5 1 Subject to article 5 2 and article 5 3, the quorum at any meeting of the Directors (including adjourned meetings) shall be three Directors, of whom one at least shall be an A Director (or his alternate), one at least an M Director (or his alternate) and one a S Director (or his alternate).

5 2 The Company shall not carry out or take action in respect of any of the Board Reserved Matters without the prior written approval of all of the A Directors, M Directors and S Director appointed to Avonmouth Bio Power Limited.

5 3 The Shareholders Reserved Matters are reserved for consideration by the Shareholders and the Directors will not be Eligible Directors in respect of these matters.

- 5 4 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
- 5 5 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 seven Business Days at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes of the time specified for the Directors' meeting in the adjourned notice of the meeting, the Directors present at that adjourned meeting shall constitute a quorum
- 5 6 A meeting of the Directors shall be adjourned to another time or date at the request of all the A Directors, all of the M Directors or the S Director present at the meeting. No business may be conducted at a meeting after such a request has been made. No more than one such adjournment may be made in respect of a meeting
- 5 7 Where
 - 5 7 1 not all of the A Directors, M Directors and the S Director of Avonmouth Bio Power Limited are present for two consecutive meetings of the board of Avonmouth Bio Power Limited where a Board Reserved Matter is to be considered, or
 - 5 7 2 the prior written approval of all of the A Directors, M Directors and the S Director of Avonmouth Bio Power Limited cannot be achieved in respect of a Board Reserved Matter pursuant to article 5 2 after such matters being considered at two consecutive meetings of the directors of Avonmouth Bio Power Limited,

the matter shall be referred to the Shareholders for determination by the Shareholders carrying at least 75% of the total voting rights of the Company and the Directors shall procure such determination is observed and implemented by the Company

6 Chairing of Directors' Meetings

- 6 1 The post of chairman of the Directors will be held in alternate years by an A Director or by an M Director. The chairman shall not 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

7 Directors' Interests

- 7 1 The Directors shall disclose any directorships held by them which involve ventures in competition with, or similar to, those of the Company. Such disclosure shall be made
 - 7 1 1 upon appointment as a Director in the case of any such directorships held at the time a Director is appointed,
 - 7 1 2 or at the next meeting of the Directors in the case of the acceptance by a Director of any such directorship during their period of service with the Company
- 7 2 For the purposes of section 175 of the Act, the Shareholders of Avonmouth Bio Power Limited (and not the Directors), by way of a Shareholder Reserved Matter, 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 Act to avoid conflicts of interest

- 7 3 The Interested Director must provide the Shareholders with such details as are necessary for the Shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the Shareholders
- 7 4 Any authorisation by the Shareholders of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)
- 7 4 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 4 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 4 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,
- 7 4 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Shareholders think fit,
- 7 4 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 4 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 5 Where the Shareholders authorise a Conflict
- 7 5 1 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
- 7 5 2 the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act, provided he acts in accordance with such terms and conditions (if any) as the Shareholders impose in respect of their authorisation
- 7 6 The Shareholders 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
- 7 7 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 7 1 shall be necessary in respect of any such interest
- 7 8 Any relevant Director shall be entitled from time to time to disclose to the holders of the relevant Shares or (as the case may be) such information concerning the business and affairs of the Company as he shall at his discretion see fit
- 7 9 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

7 10 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

7 11 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 7 10

7 12 Subject, where applicable, to any authorisation required from the Shareholder and to the terms, limits or conditions imposed by the Shareholders in accordance with article 7 4, 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

7 12 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,

7 12 2 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,

7 12 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,

7 12 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,

7 12 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

7 12 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

8 Records of Decisions to be Kept

8 1 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

9 Appointment and Removal of Directors

- 9 1 Subject to article 3 any Shareholder may appoint a Director, and remove a Director whom it appointed, by giving notice in writing to the Company, and the other Shareholders, and to the Director being removed, in the case of removal of a Director. The appointment or removal takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date.
- 9 2 In the event that a Shareholder (**Appointing Shareholder**) appoints a Director and all the other Shareholders, acting reasonably, collectively object to the appointment of that Director (**Unacceptable Director**) by written notice to the Appointing Shareholder and the Company within 5 Business Days of the appointment of the Unacceptable Director (**Objecting Notice**), then the Appointing Shareholder must remove the Unacceptable Director as soon as practicable and may appoint an alternative Director in his/her place (this may not be a Director already deemed an Unacceptable Director under the provisions of this article). Once an Objecting Notice has been served the Unacceptable Director may not attend meetings of the Directors or be counted in the quorum. Shareholders may only reject the appointment of a Director by a particular Appointing Shareholder on two consecutive occasions.
- 9 3 If a Director or an alternate director ceases to be
- 9 3 1 qualified under these Articles to act as a Director of the Company, or
- 9 3 2 an employee of, or consultant to the Shareholder that appointed him,
- then the Shareholder that appointed that Director shall immediately procure the resignation of that Director or, as the case may be, replacement of such alternate director and shall appoint a new Director and/or replace such alternate director.
- 9 4 The Shareholder removing a Director shall indemnify and keep indemnified the Company, as applicable, against any claim connected with the Director's removal from office.

10 Alternate Directors

- 10 1 Each Shareholder may appoint up to two alternate directors for each Director appointed by it by giving notice to the other Shareholders and the Company. Only one alternate director for each Director may attend a meeting of the Directors at any time. An alternate director may attend, speak and vote on behalf of the Director for whom he is appointed at any one or more meetings of the Directors at which such Director is not present. Where more than one alternate director is present on behalf of an absent Director at a Board meeting, the Shareholder appointing the Director shall determine which one shall have the right to speak and vote.
- 10 2 An alternate director's appointment as an alternate (in respect of a particular Director) terminates
- 10 2 1 when the alternate's appointing Director revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate, or
- 10 2 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointing Director, would result in the termination of the appointing Director's appointment as a Director, or
- 10 2 3 when the alternate's appointing Director ceases to be a Director for whatever reason.

11 Allotment of Shares

- 11 1 Shares may be issued as nil, partly or fully paid
- 11 2 In accordance with section 567 of the Act, sections 561 and 562 of the Act shall be excluded from applying to the Company in respect to all allotments of equity securities by the Company
- 11 3 Save to the extent authorised by these Articles or as agreed by the Shareholders from time to time, the Directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company

12 Share Capital

- 12 1 The Company shall immediately cancel any Shares acquired under Chapter 4 of Part 18 of the Act
- 12 2 Notwithstanding anything contained in these Articles, the Company shall have no lien over any shares which have been mortgaged or charged by way of security to a Secured Institution
- 12 3 Notwithstanding anything contained in these Articles, the Company shall not be entitled to send a notice to any Shareholder requiring that Shareholder to pay any sum which is payable in respect of the Shares which that Shareholder holds or to exercise any powers of forfeiture or sale which may flow from the non-payment of any such amounts

13 Share Transfers. General

- 13 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
- 13 2 No Shareholder shall transfer any Share except with the prior written consent of all Shareholders for the time being
- 13 3 Notwithstanding anything contained in these Articles, the Directors of the Company shall not decline to register any transfer of Shares in the Company, nor may they suspend any registration thereof, where such transfer is

13 3 1 to a bank or institution to which such Shares have been mortgaged or charged by way of security (whether as lender, or agent and trustee for a group of banks or institutions or otherwise) (a **Secured Institution**), or to any nominee of such Secured Institution, pursuant to any such security,

13 3 2 executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security, or

13 3 3 executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security,

and furthermore, notwithstanding anything to the contrary contained in these Articles

13 3 4 no transferor of any Shares in the Company or proposed transferor of such Shares to a Secured Institution or to its nominee,

13 3 5 no Secured Institution or its nominee, and

13 3 6 no receiver or manager appointed by or on behalf of a Secured Institution or its nominee,

shall be required to offer the Shares which are or are to be the subject of any such transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these Articles or otherwise to require such Shares to be transferred to them whether for consideration or not

14 Quorum for General Meetings

- 14 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be three persons present in person or by proxy, of whom one shall be a holder of A Shares or a duly authorised representative of such holder, one shall be a holder of M Shares or a duly authorised representative of such holder and one shall be a holder of S Shares or a duly authorised representative of such holder
- 14 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

15 Chairing General Meetings

- 15 1 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. The chairman will not have a casting vote

16 Voting

- 16 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 on a vote on a written resolution every Shareholder has one vote for each Share of which he is the holder
- 16 2 General meetings may be held by video and/or other electronic conferencing means

17 Poll Votes

- 17 1 A poll may be demanded at any general meeting by a 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 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" as a new paragraph at the end of that article

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
 - 19 1 2 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 3 if sent or supplied by email, one hour after the notice, document or information was sent or supplied, or
 - 19 1 4 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 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 the notice was delivered to the correct address, or
 - 19 2 2 if sent by post the envelope containing the notice was properly addressed, paid for and posted, or
 - 19 2 3 if sent by email, the notice was properly addressed and sent to the email address of the recipient

20 Indemnity and Insurance

- 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 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, 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 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 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
- 20 4 In this article
- 20 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
 - 20 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 or employees' share scheme of the Company