

Company no. 12350994

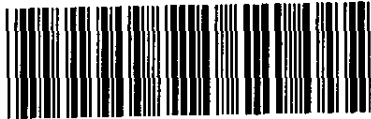
The Companies Act 2006

Private company limited by shares

Written resolutions

Of

Harvest Installations (Holdings) Limited



A8Y7EGW2

A04 05/02/2020 #289
COMPANIES HOUSE

WEDNESDAY

Date: 27/01/2020 (Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the director of the Company proposes that the following resolutions are passed as special resolutions.

Adoption of new Articles of Association

1. That the regulations contained in the document in the attached form (**New Articles**) are adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

Agreement

Please read the notes at the end of this document before signifying your agreement to the Adoption of new Articles of Association Resolution

The undersigned, a person entitled to vote on the above resolutions on the Circulation Date, hereby irrevocably agrees to the Adoption of new Articles of Association Resolution and Re-classification of Shares Resolution:

Michael William Wilson:

Date:

27/01/20

NOTES

1. If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it:
 - (a) by hand; or
 - (b) by post to 55 East Street, Faversham, Kent, ME13 8AF.
2. If you do not agree to the resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the resolution, you may not revoke your agreement.
4. Unless, by 21 days after the Circulation Date, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Company No. 12350994

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

Of

HARVEST INSTALLATIONS (HOLDINGS) LIMITED

(Adopted by a written resolution passed on 27 January 2020)

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INTRODUCTION

1. INTERPRETATION

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

Act: means the Companies Act 2006.

appointor: has the meaning given in article 11.1.

Articles: means the company's articles of association for the time being in force.

Board: means the board of directors of the Company.

Business Day: means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

Conflict: has the meaning given in article 7.1.

Connected Person: means a person connected with another within the meaning of section 1122 of CTA.

Controlling Interest: means an interest (within the meaning of schedule 1 to the Act) in more than 50% of the Ordinary A Shares and the Ordinary B Shares.

CTA: means the Corporation Tax Act 2010.

Distribution: means any dividend or other distribution by the Company (whether in cash or in specie) to all or any of the members of the Company, provided it is of a capital nature including any distribution of assets on a winding up or on a repurchase or redemption of shares.

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).

Encumbrance: includes any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option, right of pre-emption or right of conversion) or any mortgage, charge, pledge, lien or assignment or any other Encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property.

Exit Value:

- (a) on a Listing, the Listing Value of the then issued equity share capital of the Company of the class(es) being Listed (other than those issued under the Listing arrangements to raise new money); or
- (b) on a Share Sale, the consideration payable for the shares of the Company under and the subject of the terms of the Sale; or
- (c) on a Distribution of Remaining Assets pursuant to Article 15, the amount or value of the assets the subject of the Distribution.

Equity Shares: means the Ordinary A Shares, the Ordinary B Shares and the Ordinary C Preference Shares.

Issue Price: means in relation to any Share, the price at which that Share is issued (being the aggregate of the amount Paid in respect of the nominal value of that Share and any share premium on that Share).

Listing: means the admission of any Shares to, or the grant of permission for any Shares to be traded on, the Official List of the United Kingdom Listing Authority, AIM or any other recognised investment exchange (as defined in section 285(1)(a) of the Financial Services and Markets Act 2000).

"Listing Value" means, in the event of a Listing and as regards a share comprised in the equity share capital of the Company, the value of that share (or the share capital into which it has been converted or re-designated or attributable to it at the time of the Listing), as determined by reference to the price at which the shares of the Company of that class are to be issued or (as appropriate) placed or, in the case of an offer for sale by tender, by reference to the applicable striking price, as part of the Listing arrangements.

Model Articles: means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles.

Ordinary A Shares: the Ordinary A Shares of £1.00 each in the capital of the Company.

Ordinary B Shares: the Ordinary B Shares of £1.00 each in the capital of the company.

Ordinary C Preference Shares: the Ordinary C Preference Shares of £1.00 with a fixed cumulative dividend of 1% per annum each in the capital of the company.

Ordinary Shareholders: means the holders of the Ordinary A Shares and the Ordinary B Shares.

Redeemable Preference Shares: the non-voting redeemable preference shares of £1.00 each in the capital of the Company with a fixed cumulative dividend of 1% per annum.

Shareholder: a holder for the time being of any Share or Shares.

Shares: shares (of any class), or any securities representing shares, in the capital of the Company and Share shall be construed accordingly.

Share Sale: means the completion of any sale of any interest in any Share (whether in one transaction or a series of related transactions) resulting in the transferee (either alone or together with its Connected Persons) holding a Controlling Interest.

- 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 it is in force on the date when these Articles become binding on the Company.
- 1.6 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.
- 1.7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.

- 1.10 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.11 Article 7 of the Model Articles shall be amended by:
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.13 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.14 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.15 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".
- 1.16 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

DIRECTORS

2. UNANIMOUS DECISIONS

- 2.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 2.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

2.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

2.4 Each director has one vote of a meeting of directors.

3. CALLING A DIRECTORS' MEETING

3.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

3.2 Notice of a directors' meeting shall be given to each director in writing and must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be at the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

3.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

3.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

4. QUORUM FOR DIRECTORS' MEETINGS

4.1 The quorum for the transaction of business at a meeting of directors is two Eligible Directors; however, if there is only one director in office, the quorum for such meeting shall be one director.

5. CASTING VOTE

5.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.

5.2 Article 5.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

6. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 6.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, 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 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 (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (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 Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7. DIRECTORS' CONFLICTS OF INTEREST

- 7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 7.2 Any authorisation under this article 7 will be effective only if:
- (a) 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;

- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.

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

- (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 shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors 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.

7.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

7.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

7.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company

for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

8. RECORDS OF DECISIONS TO BE KEPT

- 8.1 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

9. NUMBER OF DIRECTORS

- 9.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum.

10. APPOINTMENT OF DIRECTORS

- 10.1 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

11. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 11.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

- 11.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

- 11.3 The notice must:

- (a) identify the proposed alternate; and

- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

12. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

12.2 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) 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.

12.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an Eligible Director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of articles 12.3 (a) and (b).

12.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

12.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

13. TERMINATION OF ALTERNATE DIRECTORSHIP

- 13.1 An alternate director's appointment as an alternate terminates:
- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
 - (b) 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;
 - (c) on the death of the alternate's appointor; or
 - (d) when the alternate's appointor's appointment as a director terminates.

14. SECRETARY

- 14.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

SHARES

15. SHARE CAPITAL

- 15.1 The share capital of the Company shall be divided into the following shares:
- (a) Ordinary A Shares of £1.00 each;
 - (b) Ordinary B Shares of £1.00 each;
 - (c) Ordinary C Preference Shares of £1.00 each; and
 - (d) Redeemable Preference Shares of £1.00 each.
- 15.2 The Ordinary A Shares, Ordinary B Shares, Ordinary C Preference Shares and Redeemable Preferences Share shall have the following rights:
- (a) Dividends:
 - (i) The holders of the Ordinary C Preference Shares and the Redeemable Preference Shares shall, without any further resolution of the Company or the Board, be entitled, in respect of each thereof, to receive a cumulative preferential dividend equal to 1% of the original subscription price of the Redeemable Preference Share or Ordinary C Preference Share held by that member, payable on an annual basis ("Preference Dividend").
 - (ii) The Preference Dividend shall be deemed to accrue from day to day after as before the commencement of winding-up and shall therefore be payable by a liquidator in respect of any period after

such commencement in priority to other claims or rights of Shareholders in respect of share capital.

- (iii) The Preference Dividend shall automatically become a debt due from the Company on the last day of the Company's accounting reference period.
 - (iv) If the Company is unable to pay in full any dividend by reason of having insufficient distributable profits, the Company shall not be obliged to pay such amount, but the first available profits arising thereafter shall be applied in paying unpaid amounts of dividend, such sums shall be payable first to the holders of the Redeemable Preference Shares and thereafter to the holders of the Ordinary C Preference Shares.
 - (v) Subject to the foregoing provisions of this Article 15 and all Preference Dividends then due having been paid, the Ordinary Shareholders shall be entitled to receive all cash dividends at such respective rates (if any) as the Company in General Meeting shall determine and so that a dividend or dividends may be declared on one or several classes of shares to the exclusion of any class or classes and dividends at different rates may be declared on the respective classes of shares.
- (b) Voting:
- (i) The holders of the Redeemable Preference Shares and Ordinary C Preference Shares shall not be entitled to attend or vote at any general meeting of the Company.
 - (ii) The Ordinary Shareholders shall be entitled to receive notice of and attend any meeting of the members of the Company and shall be entitled to one vote for each Ordinary Share held.
- (c) Capital:
- (i) On a return of assets (whether on liquidation, capital reduction or otherwise), the assets of the Company remaining after the payment of its liabilities (**Remaining Assets**) shall be applied as follows:
 - (A) first, in paying to the holders of the Redeemable Preference Shares a sum equal to the Issue Price for each Share held by them;
 - (B) next, in paying to the holders of the Ordinary C Preference Shares a sum equal to the Issue Price for each Share held by them;
 - (C) then balance of those assets shall be distributed amongst the holders of the Ordinary A Shares and Ordinary B Shares.
 - (ii) If, in applying the provisions of Article 15.2(c)(i), it will only be possible to make a return of capital in relation to some but not all of

a particular class of Shares, the amount available will be divided amongst the holders of shares of that class pro rata (as nearly as possible) to the number of shares of that class held by them.

- (iii) Subject as otherwise expressly provided in these Articles, on a Listing or on or following a Share Sale, the Exit Value attributable to the Equity Shares that form part of the share capital to which the Exit Value relates shall be allocated between such classes of share in the manner provided in Article 15.2(c)(i) as if the same is a return of capital.

(d) Redemption:

- (i) The holders of the Redeemable Preference Shares may at any time after six months from the date of issue redeem their shares by giving written notice (a 'redemption notice') to the Company of its intention to redeem any part of the Redeemable Preference Shares ('the relevant shares'). The holders of the Redeemable Preference Shares will be entitled to, without the further approval of the board, encash the Redeemable Preference Shares in equal instalments on a calendar year basis, subject to the availability of distributable reserves over a redemption period of five years.
- (ii) Any redemption notice must specify the date upon which the relevant shares are to be redeemed (the 'redemption date') which must be no less than 3 months from the date upon which the redemption notice is given and 6 months from the date that the relevant shares have been issued.
- (iii) On the redemption date, the holder of every relevant share must deliver the certificate for that share to the company, in return for which the company must redeem that share at par.
- (iv) Any relevant share ceases to rank for dividend as from the redemption date unless the company fails to redeem it despite having received the relevant certificate.
- (v) The company must duly observe all the provisions of the statutes relating to:
 - (A) the redemption of shares; and
 - (B) the creation of a capital redemption reserve or (where appropriate) the increase of that reserve.

16. PURCHASE OF OWN SHARES

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

- (a) £15,000; and
- (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

DECISION MAKING BY SHAREHOLDERS

17. POLL VOTES

- 17.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 17.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

18. PROXIES

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

19. REMUNERATION OF DIRECTORS

- 19.1 Directors may undertake any services for the Company that the directors decide and the Company may, subject to these Articles, enter into a service contract with any director on such terms as the directors think fit.
- 19.2 Directors are entitled to such remuneration as the directors determine for their services to the Company as directors. A directors remuneration may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 19.3 Notwithstanding articles 19.1 and 19.2, any service agreement that the directors propose for any director of the Company, including any renewal, varied or substitute service agreement from time to time must be ratified by the holders of Ordinary B

Shares for as long as any Redeemable Preference Shares remain in issue, and shall not be binding until so ratified.

- 19.4 Where any service agreement provides for the payment of a discretionary bonus, over and above any basic salary set out in such service agreement, then such bonus shall only be payable in the event it has first been approved by the holders of Ordinary B Shares for as long as there remains any Redeemable Preference Shares in issue.

ADMINISTRATIVE ARRANGEMENTS

20. MEANS OF COMMUNICATION TO BE USED

- 20.1 Subject to article 20.2, 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, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; 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 e-mail, one hour after the notice, document or information was sent or supplied; 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 20.1 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.
- (h) Fax shall not be deemed an accepted delivery method.

- 20.2 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 e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

21. INDEMNITY

21.1 Subject to article 21.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

(a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (ii) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs; and

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

21.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

21.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined

by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

22. INSURANCE

22.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

22.2 In this article:

- (a) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);
- (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, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.