

Company number 07082684

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

MYPARCELDELIVERY.COM LIMITED (Company)

THURSDAY



A43 *A3ZRPPS9* 09/12/2010 185
COMPANIES HOUSE

Circulation Date: *7th* December 2010 (Circulation Date)

In compliance with a resolution of the directors of the Company on [*7th*] December 2010, and in accordance with the Companies Act 2006 Section 293, the following written resolution is proposed, which resolution is being proposed as a special resolution (**Resolution**).

SPECIAL RESOLUTION

- (1) That the regulations contained in the document attached to this resolution be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association.

AGREEMENT

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

The undersigned, the persons entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

Signed by **David John Michael**
Grimes


.....

Date

7th December 2010
.....

Signed by **Paul Riley Haydock**

.....*Paul Haydock*.....

Date

.....*7th December 2010*.....

NOTES

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where Indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to Paul Haydock, MyParcelDelivery.com Limited, South Central Building, 211 Deansgate, Manchester M3 3NW.
- **Post:** returning the signed copy by post to Paul Haydock, MyParcelDelivery.com Limited, South Central Building, 211 Deansgate, Manchester M3 3NW.
- **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to Paul Haydock [Paul.Haydock@myparceldelivery.com]. Please enter "Written resolution December 2010" in the e-mail subject box.

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.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.

3. Please note that the Resolution will lapse if it is not passed by members representing a 75% majority of the total voting rights of eligible members before the end of the period of 28 days beginning with the Circulation 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.

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.

COMPANIES ACT 2006

NEW ARTICLES OF ASSOCIATION of MyParcelDelivery.com Limited (adopted by special resolution passed on 7th December 2010)

1 Model Articles

The model articles for private companies limited by shares contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 (the 'Model Articles') shall, except where they are excluded or varied by or inconsistent with these articles, apply to the Company to the exclusion of all other regulations set out in any statute or statutory instrument concerning companies.

2 Interpretation

In these articles unless the context otherwise requires:

- 2.1 'address' in relation to electronic communications includes any number or address used for the purposes of such communications;
- 2.2 'alternate' or 'alternate director' means a person appointed as such pursuant to article 12;
- 2.3 'these articles' means these articles of association in their present form or as from time to time altered;
- 2.4 the 'Companies Acts' means every statute from time to time in force concerning companies in so far as the same applies to the Company;
- 2.5 the '2006 Act' means the Companies Act 2006;

- 2.6 'Disposal' the disposal by the Company of all, or a substantial part of, its business and assets;
- 2.7 'Share Sale' means the sale of the whole or a substantial part of the issued shares in the Company;
- 2.8 'member' means a member of the Company;
- 2.9 'MO means Mark O'Brien;
- 2.10 'subsidiary' means a subsidiary of the Company for the time being;
- 2.11 'Xenon means Xenon-54 Limited;
- 2.12 any words or expressions defined in the Companies Acts in force at the date when these articles or any part of them are adopted shall (unless otherwise defined in these articles) bear the same meaning in these articles or such part (as the case may be); and
- 2.13 where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

3 Share capital

The issued share capital of the Company at the date of adoption of these articles is £150 divided into 150 ordinary shares of £1 each.

4 Power of directors to allot shares

- 4.1 For the purposes of the 2006 Act Section 551 but subject to the provisions of these articles, the directors are generally and unconditionally authorised

to exercise all powers of the Company to issue and allot shares or grant rights to subscribe for or to convert any security into shares in the Company (together 'Shares') with such rights or restrictions as they may determine up to an aggregate nominal amount of £150. This authority shall expire 5 years from the date on which the resolution adopting these articles is passed but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the Company in general meeting for a further period not exceeding 5 years. The Company may make any offer or agreement before the expiry of this authority that would or might require Shares to be allotted after this authority has expired and the directors may allot Shares in pursuance of any such offer or agreement as if this authority had not expired. ⁽²⁾

- 4.2 Article 4.1 shall not apply to redeemable shares, which shall be governed by the provisions of article 22(2) of the Model Articles.
- 4.3 Sections 561 and 562(1)–(5) of the 2006 Act shall not apply.
- 4.4 The Company may from time to time by special resolution issue, increase, sub-divide, consolidate or redenominated its share capital in accordance with the 2006 Act, and Article 22(1) of the Model Articles shall be varied accordingly.
- 4.5 Any shares which the directors propose to issue shall, subject to the provisions of these articles, before they are issued, be offered to the members holding ordinary shares in proportion as nearly as the circumstances admit to their existing holdings of ordinary shares. Such offer shall be made by notice specifying the number of shares offered and specifying a time (being not less than 14 days from the making of the offer) within which the offer, if not accepted, shall be deemed to have been declined (the 'primary offer'). Each offer shall include an invitation in favour of those who accept all the shares offered to them to apply on the same terms and within the same time for any additional shares which will be

available if any members do not accept all the shares offered to them by the primary offer ('excess shares'). After the close of such offer the directors shall allocate the shares applied for amongst the members on the basis that those who have applied for no more than the shares offered to them in the primary offer shall receive all the shares applied for by them, and the excess shares shall be allocated on the basis that should there be more shares applied for than are available, they shall be allocated to the members applying for them in the same proportions as their holdings of ordinary shares bear to one another but so that no member shall be obliged to subscribe for more shares than the number he applied for but otherwise each member applying for any excess shares shall receive all the shares he applied for. Upon being notified of such allocation the members applying for the shares allocated to them shall be bound to subscribe for the same in accordance with the terms of the offer. Any shares deemed to be declined pursuant to the offer, or for which members allocated them fail to subscribe, any fractions of a share incapable of being allocated under the offer shall be under the control of the directors as set out in article 4.1, provided that in the case of shares declined as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms upon which they were offered to the members.

5 Liquidation preference

On a return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of Shares), the assets of the Company remaining after the payment of its liabilities (other than the liabilities referred to in clause 5.1) shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority:

- 5.1 first, in repaying all monies owed by way of loan to MO and Xenon pro rata to the aggregate amounts owed to them at that time under their respective loan agreements; and

- 5.2 thereafter, in distributing the balance among the members pro rata to the number of shares held by them.

6 Share Sale and Disposal

- 6.1 The proceeds of a Share Sale shall be distributed in the order of priority set out in Article 5. The Directors shall not register any transfer of shares if the consideration payable (including any deferred consideration) whether in cash or otherwise to those members selling shares under a Share Sale ('Sale Proceeds') is not distributed in that manner provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Share Sale:

- 6.1.1 the Directors may register the transfer of the relevant shares, provided that the Sale Proceeds due on the date of completion of the Share Sale have been distributed in the order of priority set out in Article 5; and

- 6.1.2 each Shareholder shall take any reasonable action (to the extent lawful and within its control) to ensure that the balance of the Sale Proceeds are distributed in the order of priority set out in Article 5.

- 6.2 On a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 5, provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, each member shall (to the extent lawful and within its control) take any reasonable action to ensure that such surplus assets are distributed in the order of priority set out in Article 5.

7 Transfer of shares

- 7.1 Subject to articles 7.2 to 7.8 no transfer of any share shall be made or registered without the consent in writing of all the other members of the Company for the time being.
- 7.2 Every member (and every person entitled to a share or shares in consequence of the death or bankruptcy of a member or by operation of law) who intends to transfer or otherwise dispose of shares of any class of the Company or any interest in such shares ('a proposed transferor') shall, before so doing or agreeing so to do, inform the Company of his intention by giving it notice in writing ('a transfer notice'). A transfer notice shall constitute the Company the agent of a proposed transferor, empowered to sell the shares referred to in the transfer notice (together with all rights then attached to them) to any member at the prescribed price (determined as provided below) in the manner appearing below, and shall not be revocable except with the unanimous agreement of the directors.
- 7.3 If, not more than 14 days after the date on which a transfer notice was given or deemed to have been given, a proposed transferor and the other members of the Company for the time being shall have agreed in writing a price per share as representing the fair value of the shares, or as being acceptable to the proposed transferor, then that price shall be the prescribed price. In the absence of any agreement having been reached within that period of 14 days the directors shall forthwith request an independent valuer to determine and certify in writing to the Company the sum per share considered by them to be the fair value of the shares as between a willing vendor and a willing purchaser (ignoring the fact, if such be the case, that the shares do not carry effective control of the Company), on an arm's-length sale between a willing seller and a willing buyer as at the date on which the transfer notice was given or deemed to have been given, and the sum per share so determined and certified shall be the prescribed price. The independent valuer shall act under this article at the cost and expense of the proposed transferor, as an expert and not as an arbitrator and his determination shall be final and binding for all purposes (save in respect of manifest error). The proposed transferor and the directors shall

endeavour to agree on the appointment of an independent valuer. If they are unable to agree on an independent valuer within seven days of any of them serving details of a suggested independent valuer on the others, any of them shall then be entitled to request the President for the time being of the Institute of Chartered Accountants in England and Wales to appoint an independent valuer who is an accountant of repute with experience in the valuation of private companies limited by shares.

7.4 Within 7 days of the prescribed price being so agreed or determined and fixed, all shares included in any transfer notice shall be offered for purchase at the prescribed price by notice in writing given by the Company to all members holding shares in the Company, other than the member to whose shares the transfer notice relates. The offer shall be on the basis that in the case of competition for them the shares so offered shall (in accordance with, but subject to, article 7.5) be sold to acceptors in proportion (as nearly as may without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares. Any such offer shall specify a period (being not less than 21 days) and not more than 42 days within which it must be accepted or will lapse.

7.5 If members ('purchasers') shall within the period of the offer agree to purchase the shares concerned or any of them the Company shall forthwith give notice in writing as mentioned below to the proposed transferor and to the purchasers, and upon payment of the prescribed price the proposed transferor shall be bound to transfer the shares to the respective purchasers accordingly free of all liens, charges and encumbrances. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by him and the sale and purchase shall be completed at a place and time to be appointed by the directors not being less than 7 days nor more than 30 days after the date of such notice PROVIDED that if a transfer notice shall state that the proposed transferor is not willing to transfer part only of the shares the subject of the transfer notice, the foregoing provisions of this article 7.5 shall not apply unless the Company shall have found purchasers for all of the shares and (unless as

aforesaid) any offer referred to in article 7.4 shall be deemed to have lapsed without having been validly accepted.

- 7.6 If a proposed transferor shall fail or refuse to transfer any shares to a purchaser under article 7.5, the directors may authorise some person to execute the necessary transfer and may deliver it on his behalf and the Company may receive the purchase money in trust for the proposed transferor (which it shall pay into a separate bank account in the Company's name) and cause the purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application of it) and after the purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- 7.7 If at the end of the period for the acceptance of the offer referred to in article 7.4 above, members of the Company have not agreed to purchase all the shares offered, the Company shall forthwith give notice in writing of that to the proposed transferor and he shall then be at liberty at any time thereafter, up to the expiration of 3 months after the giving of the notice, to transfer those shares which members have not agreed to purchase to any person on a bona fide sale at any price not being less than the prescribed price PROVIDED that:
- 7.7.1 if a transfer notice states that the proposed transferor is not willing to transfer part only of the shares the subject of the transfer notice, he shall not be entitled to transfer any of such shares unless in aggregate the whole of such shares are transferred; and
- 7.7.2 the directors may require to be satisfied that the shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction, rebate or allowance whatsoever being given to the purchaser and, if not so satisfied, may refuse

to register the instrument of transfer.

- 7.8 The executors or administrators or other personal representatives (if any) of any deceased member, or the trustee in bankruptcy of a bankrupt member, shall be bound at the expiry of 2 months from the date of his death or bankruptcy (as applicable), to give a transfer notice in respect of all the shares registered in the name of the deceased or bankrupt member at the date of his death or bankruptcy, or such of them as still remain so registered. Should the executors or administrators, trustee in bankruptcy or other personal representatives fail to give a transfer notice within 14 days after the expiry of the period of 2 months, or should there be no such executors or administrators, trustee in bankruptcy or other personal representatives at the expiry of the period of 2 months, a transfer notice shall be deemed to have been given (on the basis that there is no requirement that all but not some only of the shares the subject of the transfer notice must be sold to existing members) and the provisions of this article 7 shall have effect accordingly.

8 Purchase of own shares

Except with the consent in writing of and in the manner authorised by all the members, the powers conferred by section 690 of the 2006 Act shall not be exercised.

9 Proceedings at general meetings

- 9.1 No business other than the appointment of the chairman of the meeting shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. In default of a quorum within one hour after the time appointed for the meeting or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn the meeting to such time (not being earlier than 7 days from the date of the original meeting) and place as the chairman of the meeting may determine. If there is no quorum at the adjourned meeting

(‘First Adjourned Meeting’) within one hour after the time appointed for the meeting, the meeting shall again be adjourned as aforesaid. If there is no quorum at the further adjourned meeting within one hour after the time appointed for the meeting the member or members present, whatever their number, shall constitute a quorum.

9.2 Subject to article 9.1, at any First Adjourned Meeting, 2 persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a member which is a corporation shall be a quorum.

9.3 Subject to articles 9.1 and 9.2, 2 persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a member which is a corporation, one of whom shall be MO or a proxy for MO, shall be a quorum.

9.4 Articles 41(1) and 41(4) of the Model Articles shall not apply.

9.5 At any general meeting a poll may be demanded by any member present in person or by proxy or, being a corporation, by a duly authorised representative, and Article 44(2) of the Model Articles shall be varied accordingly.

9.6 In the case of an equality of votes whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not have a second or casting vote.

10 Votes of members

10.1 Subject to the Companies Acts and to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person or by proxy or (being a corporation) by a duly

authorised representative shall have one vote and on a poll every member present in person or by proxy or (being a corporation) by duly authorised representative shall have one vote for each share of which he is the holder.

10.2 The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall in the case of an appointment in writing, be deposited at the registered office of the Company (or at such other place in the United Kingdom as is specified for that purpose in the notice of meeting or any instrument of proxy sent by the Company in relation to the meeting) not less than one hour before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or handed to the chairman of the meeting or adjourned meeting before the commencement of such meeting or in the case of an appointment contained in an electronic communication, where an address in the United Kingdom has been specified in:

10.2.1 the notice convening the meeting; or

10.2.2 in any instrument of proxy sent out by the Company in relation to the meeting; or

10.2.3 in any invitation contained in or electronic communication to appoint a proxy issued by the Company in relation to the meeting.

It shall be received at such address not less than one hour before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote. In default, the appointment shall not be treated as valid. Article 46(4) of the Model Articles shall not apply.

11 Number of directors

The number of directors shall not be less than 2 or more than 3.

12 Alternate directors

- 12.1 Any director (other than an alternate director) (the 'appointor') may appoint any person willing to act to be an alternate director to exercise the appointor's powers and responsibilities in relation to the taking of decisions by the directors in the absence of the alternate director's appointor. The appointor may remove from office an alternate director appointed by him. 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.
- 12.2 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.
- 12.3 Except as these articles specify otherwise, alternate directors are:
- 12.3.1 deemed for all purposes to be directors;
 - 12.3.2 liable for their own acts and omissions;
 - 12.3.3 subject to the same restrictions as their appointors; and
 - 12.3.4 not deemed to be agents of or for their appointors.
- 12.4 An alternate director may be paid expenses as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except only such part (if any) of the remuneration otherwise payable to the director appointing him as such director may by notice in writing to the Company from time to time direct. An alternate director who is absent from the United Kingdom 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 at such address as he may

from time to time notify to the secretary.

12.5 Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate (in addition to his own vote if he is also a director) but he shall count as only one director for the purpose of determining whether a quorum is present. The signature of an alternate director to any resolution in writing of the directors or of a committee of the directors shall, unless notice of his appointment provides to the contrary, be as effective as the signature of his appointor.

12.6 An alternate director's appointment as an alternate terminates:

12.6.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

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

12.6.3 on the death of the alternate's appointor; or

12.6.4 when the alternate's appointor's appointment as a director terminates.

13 Delegation of directors' powers

13.1 Subject to these articles, the directors may delegate any of the powers which are conferred on them:

13.1.1 to such person or any committee consisting of 2 or more directors;

13.1.2 by such means (including by power of attorney);

13.1.3 to such an extent;

13.1.4 in relation to such matters or territories; and

13.1.5 on such terms and conditions,
as they think fit.

13.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person or committee to whom they are delegated.

13.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

13.4 The directors may also entrust to and confer upon any director any of the powers exercisable by them.

13.5 Article 5 of the Model Articles shall not apply.

14 Appointment and removal of directors

14.1 The Company shall have power at any time and from time to time by ordinary resolution or by such other method as the shareholders shall from time to time in writing agree to appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors or (subject to articles 14.3 to 14.5) to remove any director from office howsoever appointed. Any director so appointed shall (subject to articles 14.3 to 14.5 and to the provisions of the Companies Acts) hold office until he is removed pursuant to these articles.

14.2 Without prejudice and in addition to the provisions of Article 14.1 but

subject to articles 14.3 to 14.5, the members from time to time of the Company shall be entitled to confer amongst themselves (individually and/or collectively) such right or rights to appoint and/or remove directors of the Company and upon such terms as they may in writing so agree.

14.3 Article 14.4 applies to any shareholder who holds not less than 15% of the issued ordinary shares in the company's capital (in this article referred to as 'the holder').

14.4 The holder shall have as many votes as is necessary to exceed by one vote the number of votes needed to:

14.4.1 defeat a resolution to remove the holder from office as a director;

14.4.2 defeat a proposal for a resolution to:

14.4.2.1 delete or alter article 14.3 or this article 14.4; or

14.4.2.2 do any other act which would have the same or a similar effect.

14.5 The holder's rights under article 14.4 apply whether the vote is on a show of hands, a poll or a resolution in writing.

14.6 No director shall be required to retire or vacate his office or be ineligible for reappointment as a director, nor shall any person be ineligible for appointment as a director, by reason of his having attained any particular age.

14.7 Article 17 of the Model Articles shall not apply.

14.8 Subject always to the provisions of articles 14.3 to 14.5, in addition to the

provisions of article 18 of the Model Articles, the office of a director shall be vacated if the Company so resolves by ordinary resolution in accordance with article 10.1.

15 Directors' gratuities and pensions

The directors, on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities, gratuities and superannuation or other allowances and benefits in favour of any person including any director or former director or the relations, connections or dependants of any director or former director. A director or former director shall not be accountable to the Company or the members for any benefit of any kind conferred under or pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company. Article 19(5) of the Model Articles shall not apply.

16 Proceedings of directors

- 16.1 Questions arising at any meeting of the directors or of any committee of the directors shall, unless otherwise determined by all the members or in accordance with article 16.2, be decided by a majority of votes of the directors present (or their alternates). In the case of an equality of votes at any meeting of the directors the chairman shall not have a second or casting vote. Articles 4, 7, 8 and 13 of the Model Articles shall not apply.
- 16.2 A decision of the directors may also take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing. References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting. A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such meeting.

- 16.3 Subject to article 16.4 and 16.5 the quorum necessary for the transaction of the business of the directors or of any committee of the directors shall be 2 directors.
- 16.4 If there shall be no quorum at any meeting of the directors within one hour after the time fixed for the meeting, the meeting shall be adjourned to such time (not being earlier than 7 days after the date of the original meeting) as the director or directors present at the meeting shall determine, or if none, as shall be determined by the secretary. If there shall be no quorum within one hour after the time fixed for the adjourned meeting, the meeting shall be further adjourned as aforesaid. If there shall be no quorum at the further adjourned meeting within one hour of the time fixed for the meeting, the director or directors present, whatever their number, shall constitute a quorum.
- 16.5 Where, pursuant to the 2006 Act or these articles or otherwise, in relation to the matter being considered at the meeting of directors, a director cannot count towards the quorum, and if he votes, his vote will not be counted, the other director or directors present, whatever their number and their designations, shall constitute a quorum for the purposes of considering that matter.
- 16.6 Any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.
- 16.7 Unless in any particular case such requirement is waived in writing by all (but not some only) of the directors then in office, not less than 7 days' prior notice must be given to each director of any meeting of the directors or of any committee of directors convened under or pursuant to these articles. Notice of any meeting of the directors may be given by electronic communication. Articles 9(1), (3) and (4) of the Model Articles shall not

apply.

- 16.8 Any shareholder may, and the secretary at the request of any shareholder shall, call a meeting of the directors.

17 Directors' interests

- 17.1 Subject to the provisions of these articles and the 2006 Act, and provided a director shall have disclosed his interest in accordance with the 2006 Act, a director:

17.1.1 notwithstanding his office may be a party to, or otherwise interested in, any transaction, contract, arrangement or agreement with the Company or in which the Company is interested;

17.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

17.1.3 shall be entitled to vote in respect of any transaction, contract, arrangement or agreement with the Company in which he is in any way, whether directly or indirectly, interested and if he does so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

17.2 For the purpose of this article, an interest of a person who is, for any purpose of the Act, connected with a director (which shall, without limitation, include any person (or any other person connected with such person) who pursuant to any agreement in writing made between all the members for the time being shall have appointed or nominated such director) shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest

of the alternate director without prejudice to any interest which the alternate director has otherwise. Articles 14(1)–(5) of the Model Articles shall not apply.

- 17.3 A director is not required, by reason of his office (or of the fiduciary relationship established by reason of him being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with any transaction, contract, arrangement or agreement disclosed under article 17.1 and no such transaction, contract, arrangement or agreement will be liable to be set aside on such grounds.

18 Notices

- 18.1 Any notice or other document (including a share certificate or other document of title) may be served on or delivered to any member by the Company either personally or by sending it through the post in a prepaid letter addressed to that member at his registered address as appearing in the register of members (whether or not that address is within the United Kingdom and sent by first class post), or by delivering it to or leaving it at that registered address, addressed as aforesaid, or (except for a share certificate or other document of title) by giving it using electronic communications to an address notified to the Company for that purpose by the member, or by any other means, provided such other means have been authorised in writing by the member concerned. For the avoidance of doubt, the Company may not send or supply a notice or other document or instrument by making it available on a website. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with these articles shall be deemed duly served or delivered notwithstanding that the member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by first class post, shall be deemed to have been served or delivered 48 hours

after it was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, prepaid and put in the post. Any such notice or other document sent by an electronic communication shall be deemed to have been served 48 hours after the same was sent and proof that the same was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given or document sent. In calculating a period of hours for the purposes of this article, any part of a day that is not a working day shall be taken into account.

- 18.2 Notice of every general meeting shall be given in any manner authorised by or under these articles to all members other than such as, under the provisions of these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company provided that any member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.

19 Indemnity

- 19.1 Subject to article 19.2, a relevant director, secretary, or other officer of the company (excluding any auditor) or an associated company may be indemnified out of the company's assets against:
- 19.1.1 any liability incurred by such a person in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company;
 - 19.1.2 any liability incurred by such a person in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in the Companies Act 2006 section 235(6)); or

19.1.3 any other liability incurred by such a person as an officer of the company or an associated company.

19.2 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.

19.3 In this article:

19.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

19.3.2 a 'relevant director' means any director, alternate director or former director of the company or an associated company.

20 Insurance

20.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director, secretary or other officer (excluding any auditor) in respect of any relevant loss.

20.2 In this article:

20.2.1 a 'relevant director' means any director, alternate director or former director of the company or an associated company;

20.2.2 a 'relevant loss' means any loss or liability which has been or may be incurred by a relevant director, secretary or other officer (excluding any auditor) in connection with that person'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

20.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.