

Written Resolution

Company Number: 5519647

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
- of -

SATURDAY



MARK STUBBS TRANSPORT LIMITED (the "Company")

Circulation Date 13th December 2013

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as a Special Resolution -

SPECIAL RESOLUTION:-

Memorandum and Articles of Association

THAT the Company remove the objects in the Company's Memorandum of Association by the filing of form CC04 at Companies House and that the Company adopt new Articles of Association in the form of the draft Articles of Association annexed hereto marked "A"

AGREEMENT

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

The undersigned, persons entitled to vote on the above Resolutions on 13th December 2013, hereby irrevocably agree to the Resolution as indicated above

NAME OF MEMBER

SIGNATURE OF MEMBER

Mark Anthony Stubbs

NOTES

1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and return it to the Company using one of the following methods

- **By Hand** delivering the signed copy to Manor Farm, Calcethorpe, Louth, Lincolnshire, LN11 0RF

- **Post** returning the signed copy by post to Manor Farm, Calcethorpe, Louth, Lincolnshire, LN11 0RF

1 If there are no Resolutions with which you agree, 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 a Resolution, you may not revoke your agreement

3 Unless within 28 days of the Circulation Date, sufficient agreement has been received for a Resolution to pass, such resolution will lapse. If you agree to all or any of the resolutions, please ensure that your agreement reaches us before or during 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

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

ARTICLES OF ASSOCIATION

OF

MARK STUBBS TRANSPORT LIMITED

Incorporated 27th July 2005

COMPANY NUMBER 05519647

WILKIN CHAPMAN COMPANY SECRETARIAL SERVICES

The Maltings, 11-15 Brayford Wharf East, Lincoln, Lincolnshire, LN5 7AY

Telephone 01522 512345 Fax 01522 545803

COMPANY FORMATIONS AND ADMINISTRATION

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

- of -

MARK STUBBS TRANSPORT LIMITED

(Adopted pursuant to a special resolution passed on

13th December 2013)

1 Preliminary

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 (such articles being hereinafter called **Model Articles**) shall apply to the Company save in so far as they are excluded or varied by these Articles and the Model Articles (save as so excluded or varied) and these Articles shall be the regulations of the Company

2 Interpretation

2.1 Unless the context otherwise requires, in these Articles the following expressions have the following meanings -

Act the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force,

Articles the Company's articles of association for the time being in force,

business day any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

directors the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company,

Founder Shareholder Mark Anthony Stubbs,

Ordinary Share an ordinary share of £1.00 in the capital of the Company,

Relevant Securities any Shares or other securities convertible into, or carrying the right to subscribe for Shares, issued by the Company after the date of adoption of these Articles,

shares shares (of any class) in the capital of the Company, and

United Kingdom Great Britain and Northern Ireland

2.2 Save as otherwise specifically provided in these Articles, where words or expressions contained in these Articles have particular meanings in the Model Articles they shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions contained in these Articles bear the same meaning as in the Act as in force when these Articles become binding on the Company

- 2 3 Articles 6 2, 9(1), 12, 13, 14, 16, 17(2), 27 to 29 (inclusive), 39, 43, 44(2), 52 and 53 of the Model Articles shall not apply to the Company

DIRECTORS

3 Calling a directors' meeting

Any director may call a directors' meeting by giving not less than 5 business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice

4 Quorum for directors' meetings

- 4 1 In the absence of the directors fixing the quorum necessary for the transaction of the business of the directors generally, the quorum shall be one and article 11(2) of the Model Articles shall be modified accordingly.

- 4 2 Whensoever the minimum number of the directors shall be one pursuant to the provisions of article 9, a sole director shall have authority to exercise all the powers and discretions which are expressed by the Model Articles and by these Articles to be vested in the directors generally and article 11(3) of the Model Articles shall be modified accordingly

5 Chairing of directors' and general meetings

The chairman of the Company, who shall be a director of the Company, shall be elected to and removed from office by way of an ordinary resolution of the Company in general meeting. The chairman shall act as a chairman of both board meetings and general meetings of the Company, provided that if the chairman of the Company is not present within five minutes after the time appointed for the relevant meeting and willing to act, the directors present may appoint one of their number to be chairman of the meeting

6 Casting vote

In the case of an equality of votes, whether at a director's or members meeting, the chairman or other director chairing the meeting shall not have a second or casting vote

7 Conflicts of interest

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 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 1 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,

- 7 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,

- 7 3 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 contract or proposed contract in which he is interested,

- 7 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 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 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

7 7 Directors' power to authorise conflicts of interest under section 175 of the Act

7 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 7 2 Any authorisation under this Article 7 7 will be effective only if

7 7 2 1 to the extent permitted by the Act, 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,

7 7 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and

7 7 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

7 7 3 Any authorisation of a Conflict under this Article 7 7 may (whether at the time of giving the authorisation or subsequently)

7 7 3 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 7 3 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 7 3 3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors vote in relation to any resolution related to the Conflict,

7 7 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,

7 7 3 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 7 3 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 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 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 7 6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to

7 7 6 1 disclose such information to the directors or to any director or other officer or employee of the Company, or

7 7 6 2 use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence

7 7 7 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

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

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than one

10 Methods of appointing directors

10 1 A shareholder or shareholders holding a majority of the voting rights in the Company (within the meaning of section 1159(3) and Schedule 6) shall have power at any time, and from time to time, to appoint any person to be a director, either as an additional director (provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 9 as the maximum number of directors for the time being in force) or to fill a vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be made by notice in writing to the Company signed by the shareholder or shareholders making the same or, in the case of a shareholder being a corporate body, signed by one of its directors or duly authorised officers or by its duly authorised attorney and shall take effect upon lodgement of such notice at the office

- 10 2 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) shall 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 Termination of director's appointment

The Model Articles shall be amended by the insertion of the following additional sub-article (g) at the end of article 18 -

"(g) he is removed from office as a director pursuant to Article 10 1 "

12 Directors' expenses

- 12 1 Article 20 of the Model Articles shall be amended by the insertion of the words "and the secretary (if any)" before the words "properly incur"

- 12 2 The directors may provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present directors or employees (or their dependants) of the Company or any subsidiary or associated undertaking (as defined in the Act) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers Article 19(3) of the Model Articles shall be modified accordingly

13 Secretary

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

14 SHARE CAPITAL

- 14 1 Each Ordinary Share shall confer on its holder the right to receive -

14 1 1 notice of, attend, whether in person or proxy, speak and vote at general meetings of the Company, and

14 1 2 a dividend as and when one is declared and approved

- 14 2 On a return of capital upon liquidation or otherwise or upon the sale of the Company (whether by sale of all of the issued shares or by way of an asset sale) the assets of the Company available for distribution amongst the shareholders shall be applied firstly to the holders of the Ordinary Shares in respect of the amount paid up on the Ordinary Shares and the balance shall be distributed amongst the holders of the Ordinary Shares pro rata to their respective shareholdings in the Company

- 14 3 No Share shall be issued at a discount or otherwise be issued in breach of the provisions of these Articles or of the Act

- 14 4 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the shareholders, 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

- 14 5 Subject to the remaining provisions of this Article 14, the directors are generally and

unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to

14 5 1 offer or allot,

14 5 2 grant rights to subscribe for or to convert any security into, and

14 5 3 otherwise deal in, or dispose of,

any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the directors think proper

14 6 The foregoing authority

14 6 1 shall be limited to a maximum nominal amount of £1,000 of Ordinary Shares,

14 6 2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution, and

14 6 3 may only be exercised for a period of five years from the date of adoption of these Articles save that, subject to these Articles, the directors may make an offer or agreement which would, or might, require any Shares to be allotted after the expiry of such authority (and the directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired)

14 7

14 7 1 Unless the Company determines otherwise by Special Resolution, any Relevant Securities which the directors propose to issue after the date of the adoption of these Articles shall first be offered to the shareholders holding the same class of Relevant Securities as those which are proposed to be issued as nearly as may be to the number of existing Relevant Securities of the same class held by them

14 7 2 The offer shall be made by notice specifying the number of Relevant Securities offered and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined After the expiration of that period, those Relevant Securities so deemed to be declined shall be offered in the proportions aforesaid to the persons who have, within the same period, accepted all of the Relevant Securities offered to them Such further offer shall be made in like terms in the same manner and limited by a like period as the original offer

14 7 3 Any Relevant Securities not accepted pursuant to such offer or further offer or not capable of being offered as aforesaid and any Relevant Securities released from the provisions of this Article by a Special Resolution as aforesaid, shall be under the control of the directors who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit provided that, in the case of Relevant Securities not accepted as aforesaid, such Relevant Securities shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the shareholders

14 8 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company

14 9 No reduction of the share capital of the Company, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company (including without limitation, the issue of any redeemable shares) shall be effective except with the sanction of a special resolution of the Shareholders

14 10 Replacement share certificates

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, indemnity and the payment of reasonable expenses"

15 TRANSFER OF SHARES

15 1 Subject to the provisions of Article 15 1 6, Article 15 5 and Article 15 6, no transfer of any shares or any interest in any shares shall be made unless the following provisions are complied with in respect of the transfer -

15 1 1 A shareholder (the **Vendor**) who wishes to transfer all or any shares or any interest in shares (the **Shares**) shall give written notice of such wish (a **Transfer Notice**) to each of the other shareholders of the Company (the **Purchasers**) A Transfer Notice may only be given in respect of a shareholder's entire shareholding in the Company

15 1 2 If at the time the Transfer Notice is given there are more than two shareholders of the Company a separate Transfer Notice shall be given to each of the Purchasers and the Shares shall be offered to the Purchasers at the same price per Share and in the proportions in which they hold shares in the Company

15 1 3 If any Purchaser is unable or unwilling to exercise the option to purchase the Shares offered to him in the Transfer Notice then such Shares shall be offered to the remaining Purchasers in the same proportions (as between themselves) as they were offered the other Shares

15 1 4 Within 30 days of receipt of the Transfer Notice each of the Purchasers shall, have the option (exercisable by written notice to the Vendor) of either -

15 1 4 1 purchasing the Shares at the price fixed by the Vendor in the Transfer Notice, or

15 1 4 2 purchasing the Shares at their fair value decided upon by a third party in accordance with Article 15 2 below regardless of whether or not the other Purchasers so elect

15 1 5 In default of the shareholders of the Company exercising either of the options in Article 15 1 4 in respect of all the Shares set out in the Transfer Notice, then all the Transfer Notice shall be deemed to have been withdrawn and the Vendor shall, in the case of a Transfer Notice deemed to have been served in accordance with these Articles be entitled to retain the Shares and otherwise the Vendor shall be entitled to sell all, but not some only, of the Shares comprised in the Transfer Notice to a third party at not less than the price fixed by the Vendor in the Transfer Notice within a period of 3 months commencing upon the expiry of the period stated in Article 15 1 4

15 1 6 The provisions of this Article 15 shall not apply to the Founder Shareholder or to any shares held by the Founder Shareholder

Valuation

15 2 If a Purchaser elects for the fair value of the Shares (the **Fair Value**) to be decided upon by a third party under the provisions of Article 15 1 4 2 the following provisions shall apply -

15 2 1 The Fair Value shall be ascertained by the auditors or, if none, the Company's reporting accountants for the time being (unless either the Vendor or the Purchaser shall object within 14 days of receipt by the Vendor of the Purchaser's notice

exercising the option contained in Article 15 1 4 2 above in which case the Fair Value shall be ascertained by some other chartered accountant appointed (on the application of either the Vendor or the Purchaser) by the President for the time being of the Institute of Chartered Accountants of England and Wales) who shall act as an expert and not as an arbitrator (the **Accountant**)

15 2 2 In determining the Fair Value of the shares the Accountant shall -

15 2 2 1 take account of any value attributable to the goodwill of the Company,

15 2 2 2 not discount or attach a premium to any minority/majority shareholding

15 2 3 The decision of the Accountant as to the Fair Value shall, in the absence of manifest error, be conclusive

15 2 4 In fixing the Fair Value the Accountant shall have power to determine how the costs of fixing the Fair Value are to be apportioned

15 2 5 The Accountant shall notify both parties in writing of the Fair Value as soon as he has arrived at it (the **Accountant's Notice**)

15 2 6 The date as at which the Shares shall be valued by the Accountant shall be the date upon which the Transfer Notice is given unless the Accountant shall consider that some other date (being not more than three months before or after the date of the Transfer Notice) can, without injustice to the Vendor or the Purchaser, be substituted, in which event the substituted date shall apply

15 3 Subject to -

15 3 1 the Act,

15 3 2 the consent of each of the Purchasers, and

15 3 3 prior to any payment being made for the Shares, the Company receiving confirmation from HM Revenue & Customs that section 1033 Corporation Tax Act 2010 (as may from time to time be amended or updated by subsequent legislation) will apply to the purchase of the Offer Shares,

the Purchasers shall be entitled to assign to the Company their right to purchase the Shares in accordance with Article 15 1 4

15 4 Completion of the sale of the Vendor's Shares shall take place within 3 months of the date either of the Transfer Notice (where the Purchaser elects to purchase the Shares at the price fixed in the Transfer Notice) or of the Accountants Notice (where the Purchaser elects for the Accountant to fix the Fair Value) whereupon in each case -

15 4 1 the Vendor shall deliver to the Purchaser a duly executed Stock Transfer Form in respect of the Shares together with such other documents of title as the Purchaser may require, and

15 4 2 the Purchaser shall deliver to the Vendor a bankers draft for the purchase price of the Shares

Compulsory transfers

15 5 A Transfer Notice shall be given forthwith by any shareholder, or his personal representatives in the event of death, in respect of all the shares registered in his name in the Company in any of the following events and if not given or if no price for the shares is stated by the relevant

shareholder, the directors may give the Transfer Notice on behalf of the registered holder and state that the price for the shares shall be the Fair Value to be determined in accordance with Article 15 2 -

15 5 1 if the shareholder shall make an arrangement with its creditors or, being an individual be made bankrupt or being a company be wound up or have an administrator or receiver appointed over it or any part of his assets,

15 5 2 subject to a resolution of the directors disapplying this provision, if the shareholder being an employee of the Company ceases for whatsoever reason to be employed by the Company, or

15 5 3 if the shareholder dies

15 6 Drag along

15 6 1 In these Articles a **Qualifying Offer** shall mean a bona fide offer in writing by or on behalf of any person (**Offeror**) to the holders of the entire issued ordinary share capital in the Company to acquire all their ordinary share capital

15 6 2 If the holders of not less than 60% in the nominal value of the Ordinary Shares in the capital of the Company then in issue (the **Accepting Shareholders**) wish to accept the Qualifying Offer, then the provisions of Articles 15 6 3 to 15 6 5 (inclusive) shall apply

15 6 3 The Accepting Shareholders shall give written notice to the remaining holders of the Ordinary Shares (**Other Shareholders**) of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders on terms equivalent to those upon which the Accepting Shareholders are transferring their shares

15 6 4 If any Other Shareholders shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to authorise and instruct such person as he thinks fit to execute the necessary transfer(s), indemnities and agreement containing terms equivalent to those upon which the Accepting Shareholder are transferring their shares on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Other Shareholder) of the consideration payable for the relevant shares, deliver such transfer(s) and certificate(s) or indemnities and agreement to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person

15 6 5 Upon any person, following the issue of a notice pursuant to Article 15 6 3, becoming a shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company (**New Shareholder**), a notice shall be deemed to have been served upon the New Shareholder on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Shareholder save that completion of the sale of such shares take place forthwith upon the notice being deemed served on the New Shareholder

15 7 Registration of share transfers

15 7 1 Save as provided in Article 15 7 2 below, the directors may in their absolute discretion and without assigning any reason therefore, decline to register the transfer of a share, whether or not it is a fully paid share

15 7 2 The directors shall be obliged to register any duly stamped transfer of shares where the transfer is in accordance with the provisions contained in Articles 15 1 to 15 5 (inclusive)

DECISION-MAKING BY SHAREHOLDERS

16. General meetings

16 Quorum for general meetings

16 1 A majority of persons holding Ordinary Shares and entitled to vote upon the business to be transacted, being a shareholder or a proxy for a shareholder or a duly authorised representative of a corporate shareholder, shall be a quorum

16 2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor the shareholder or shareholders present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place Article 41(1) of the Model Articles shall not apply to the Company and articles 41(4) to (6) of the Model Articles shall be modified in this situation accordingly

Written resolutions

17 A proposed written resolution shall lapse if it is not passed by the required majority of eligible shareholders before the end of 21 days beginning with the date on which copies of it are sent or submitted to shareholders in accordance with the Act (or if copies are sent or submitted to shareholders on different days, the first of those days), and the agreement of a shareholder to a written resolution is ineffective if signified after the expiry of that period

18 Voting at general meetings

Subject to any rights or restrictions for the time being attached to any class or classes of shares and to any other provisions in these Articles concerning voting rights, each Share in the Company shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company

19 Poll votes

19 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

19 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

20 Proxies

20 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"

- 20 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

ADMINISTRATIVE ARRANGEMENTS

21 Notices

- 21 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

21 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

21 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address, and

21 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

- 21 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

22 Directors' indemnity

- 22 1 Subject to article 22 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

22 1 1 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 in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

22 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 22 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

22 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

22 3 In this article

22 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

22 3 2 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company, 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 and excluding any manager who is not also a director or secretary of the Company

23 Insurance

23 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

23 2 In this article

23 2 1 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company, 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 and excluding any manager who is not also a director or secretary of the Company,

23 2 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, any associated company or any pension fund or employees' share scheme of the company or associated company, and

23 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate