

Circulation Date 8th December 2011

Company Number 07119724

FRESH SOUTHWEST LIMITED
(THE "COMPANY")

WRITTEN RESOLUTIONS

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "2006 Act"), the directors of the Company propose that resolution 1 below be passed as an ordinary resolution and resolution 2 be passed a special resolution (the "Resolution")

Ordinary Resolution

- 1 THAT Kevin Graham be appointed as a director of the Company with effect from the close of business at the next meeting of the board of directors

Special Resolution

- 2 THAT the articles of association of the Company are replaced by the form of articles of association attached to this resolution

AGREEMENT

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

The undersigned, being the persons entitled to vote upon the Resolutions on 12th December 2011, hereby irrevocably agree to the Resolutions

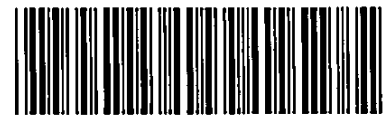
Signed


Templar Southwest Limited

Date

12th December 2011

MONDAY



A68

19/12/2011

#213

COMPANIES HOUSE

We hereby certify this to be a true copy of the original
this day of 20

Murrell Associates Limited

NOTES

- 1 You can agree to all or none of the Resolutions. You may not agree to some only of them. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods only.

By Hand delivering the signed copy to Murrell Ashworth, 14 High Cross, Truro, Cornwall TR1 2AJ, or

Post returning the signed copy by post to Murrell Ashworth, 14 High Cross, Truro, Cornwall TR1 2AJ

If you do not agree to the Resolutions, you do not need to do anything. You will not be deemed to agree if you fail to reply.

- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 3 Unless, by 14 December 2011, 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.
- 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.

Handwritten signature or initials.

ARTICLES OF ASSOCIATION

of

FRESH SOUTHWEST LIMITED

(07119724)

**murrell
ashworth**

Business Law for Business People

Murrell Ashworth
14 High Cross
Truro
Cornwall TR1 2AJ

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF FRESH SOUTHWEST LIMITED

(Adopted by written special resolution passed on

2011)

1 INTERPRETATION

1.1 In these articles, the following words and phrases have the meanings set out opposite them

the "Act"	the Companies Act 2006,
"Business Day"	a day (other than a Saturday, Sunday or public holiday in the United Kingdom) when banks in the City of London are generally open for business,
"Eligible Director"	a director who would be entitled to vote on the matter at a meeting of the directors,
"Expert"	the accountants of the Company from time to time or, if the accountants are unwilling or unable to act, any suitably qualified person nominated by the directors and the Seller or, in the event of disagreement, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales,
"Market Value"	<p>that proportion of the amount the Expert considers to be the market value of the entire issued share capital of the Company that the Offered Shares bear to the entire issued share capital of the Company (with no discount for the size of the Seller's shareholding) using the following assumptions</p> <p>(a) the sale is between a willing seller and a willing buyer,</p> <p>(b) the Shares are sold free of all restrictions, liens, charges and other Encumbrances, and</p> <p>(c) the sale is taking place on the date the Expert was requested to determine the Market Value,</p>

"Member of the Same Group" as regards any company, a company which is from time to time a parent undertaking or a subsidiary undertaking of any such parent undertaking,

"Model Articles" 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,

"Offer Price" means the price of the Offered Shares,

"Relevant Agreement" any agreement relating (in whole or in part) to the ownership, management and/or the affairs of the Company which is binding from time to time on the Company and the shareholders and which (expressly or by implication) supplements and/or prevails over any of the provisions of these articles

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, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

(a) any subordinate legislation from time to time made under it, and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

1 6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

2 ADOPTION OF THE MODEL ARTICLES

- 2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these articles and, subject to any such modifications, exclusions or inconsistencies, shall together with these articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2 2 Articles 7, 8, 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 21, 22(1), 44, 45, 49, 52 and 53 of the Model Articles shall not apply to the company
- 2 3 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But"
- 2 4 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)," after the words "the transmittee's name"
- 2 5 Articles 31(a) to (d) (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"

SHARES

3 TRANSFER OF SHARES

- 3 1 The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of any share whether or not it is a fully paid share
- 3 2 No shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share in the Company except as permitted by these articles, any Relevant Agreement or with the prior written consent of the shareholders
- 3 3 Except for transfers for which the other shareholders give their prior written consent, no shareholder shall transfer any shares unless he transfers all (and not some only) of the shares held by him

4 PRE-EMPTION RIGHTS ON TRANSFER OF SHARES

4 1 a shareholder (the "Seller") wishing to transfer shares (the "Offered Shares") shall give notice in writing (a "Transfer Notice") to the Company specifying the details of the proposed transfer, including the identity of any proposed buyer(s), the price for the Offered Shares (the "Offer Price") and the conditions on which the proposed buyer(s) may purchase the Offered Shares

(a) On receipt by the Company of the Transfer Notice the directors shall, as soon as reasonably practicable, give notice to each of the shareholders (other than the Seller) (the "Ongoing Shareholders") of

- (i) the number and description of the Offered Shares,
- (ii) the Offer Price, and
- (iii) the conditions on which the proposed buyer(s) may purchase the Offered Shares,

(together, the "Terms")

The notice shall invite each of the Ongoing Shareholders to state in writing to the Company within 30 (thirty) Business Days of the date of the notice (the "Offer Period") whether he is willing to purchase any Offered Shares in accordance with the Terms and, if so, what maximum number of the Offered Shares. The directors shall at the same time give a copy of the notice to the Seller

(b) On the expiration of the Offer Period, the directors shall allocate the Offered Shares to or amongst those Ongoing Shareholders who have expressed a willingness to purchase Offered Shares in accordance with the Terms (the "Allocated Shares"). Each allocation shall, in the case of competition, be made pro rata (as to the number of shares currently held) to the Ongoing Shareholders who have expressed a willingness to purchase Offered Shares, provided that the allocations shall not exceed the maximum number of Offered Shares which such holder shall have expressed a willingness to purchase in accordance with the Terms

(c) Subject to the provisions of article 4 3, completion of the sale and purchase of the Allocated Shares shall take place in accordance with article 67

4 2 If, following the application of article 4 1, the Ongoing Shareholders have not (between them) expressed a willingness to purchase all of the Offered Shares, the Company shall have the option (but not an obligation) to purchase all of the Offered Shares that have not been allocated (the "Unallocated Shares") in accordance with the relevant provisions of the Act (the "Company's Option"). The price payable by the Company for the Unallocated Shares shall be the Offer Price

- 4 3 If there are Unallocated Shares available and the Company has
- (a) not exercised the Company's Option within 60 Business Days of the date of expiry of the Offer Period (the "Company Option Period"), or
 - (b) waived its right in writing to exercise the Company's Option,
- the allocation of any of the Offered Shares in accordance with articles 4 1 and 4 2 shall be revoked and the Seller shall be entitled to transfer all of the Offered Shares to the third party buyer(s) identified in the Transfer Notice within 60 (sixty) Business Days of the expiration of the Company Option Period provided that
- (c) the Offered Shares are transferred to the third party buyer(s) identified in the Transfer Notice
 - (i) at a price not less than the Offer Price, and
 - (ii) subject to article 4 3(c)(i), on conditions no less onerous to the third party buyer(s) than the Terms,
 - (d) the provisions of any Relevant Agreement relating to the transfer and registration of shares are duly complied with, and
 - (e) if the directors so require, evidence of the price and conditions on which the Offered Shares were transferred are made available by the Seller to the directors before the directors decide whether or not to register the transfer of the Offered Shares

5 OBLIGATORY TRANSFER EVENTS

- 5 1 Unless otherwise agreed by the shareholders, a shareholder is deemed to have served a Transfer Notice under article 4 1 in respect of all the shares held by him in the Company ("Obligatory Transfer Notice") immediately before any of the following obligatory transfer events
- (a) their death, or
 - (b) a bankruptcy order being made against them, or an arrangement or composition being made with their creditors, or where they otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or
 - (c) obligation deemed trigger event arises under any Relevant Agreement
- 5 2 The Obligatory Transfer Notice has the same effect as a Transfer Notice, except that (unless otherwise agreed by the shareholders)
- (a) in the event of the death of a shareholder, the Seller shall be the shareholder's personal representative(s),

- (b) where an Obligatory Transfer Notice is served in accordance with articles 5 1(b) or 5 1(c), the Transfer Notice shall constitute the directors as the agent of the Seller for the sale of the Offered Shares in accordance with article 4 1,
- (c) the Offer Price shall be the Market Value of the Offered Shares,
- (d) the Obligatory Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Offered Shares,
- (e) the Seller shall not be entitled to revoke the Obligatory Transfer Notice,
- (f) if the provisions of article 4 3 apply, the Offered Shares shall
 - (i) where the provisions of article 5 1(a) apply, form part of the deceased shareholder's estate,
 - (ii) where the provisions of article 5 1(b) apply, be held by the shareholder or vest in their trustee in bankruptcy (as applicable), and
 - (iii) where the provisions of article 5 1(c) apply, continue to be held by the shareholder, and
- (g) on the completion of any sale in accordance with this article, the buyer is not required to procure the discharge of any security given by the Seller or to procure the release of any debts of the Company to him

6 COMPLETION OF SHARE TRANSFER

6 1 Completion of the sale and purchase of shares under article 4 and article 5 shall take place within 60 Business Days of expiry of the latter of

- (a) the Offer Period, and
- (b) (if applicable) the Company Option Period

6 2 At such completion

- (a) the Seller shall deliver, or procure that there is delivered to the Ongoing Shareholders, a duly completed share transfer form transferring the legal and beneficial ownership of the relevant shares to the Ongoing Shareholders, together with the relevant share certificates and such other documents as the Ongoing Shareholders may reasonably require to show good title to the shares, or to enable them to be registered as the holders of the shares, and
- (b) the Ongoing Shareholders shall deliver or procure that there is delivered to the Seller (unless otherwise agreed) a bankers' draft made payable to the Seller or to his order for the purchase price

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- 6.3 If the Seller does not, on completion of the sale of shares pursuant to this article 6, execute a transfer or transfers in respect of all of the Offered Shares the Seller shall be deemed to have irrevocably appointed the Company to be his agent and attorney to execute all necessary transfer(s) on his behalf against receipt by the Company (on trust for the Seller) of the purchase monies or any other consideration payable for the Offered Shares and to deliver such transfer(s) to the Ongoing Shareholders (or as they may direct)
- 6.4 The Offered Shares are sold by the Seller with full title guarantee
- 6.5 If any Ongoing Shareholder fails to pay the purchase price on the due date, without prejudice to any other remedy which the Seller may have, the Seller may choose either
- (a) for the outstanding balance of the purchase price to accrue interest on a daily basis from the day after the completion date at a rate equal to 3% above the base rate of Barclays Bank plc from time to time, or
 - (b) to rescind the contract and to transfer the Offered Shares to a third party in accordance with article 4.3
- 6.6 The Ongoing Shareholders shall procure the registration (subject to due stamping by the Ongoing Shareholders) of the transfers of shares effected pursuant to this article and each of them will consent to such transfers and registrations under any Relevant Agreement and these articles
- 7 ISSUE OF FURTHER SHARES
- 7.1 Unless otherwise agreed by all of the shareholders, the Company shall not issue further shares without giving notice to each shareholder stating the number and class of shares to be issued and any premium per share to be paid ("Issue Notice")
- 7.2 Each shareholder shall have the option, but not the obligation, to subscribe for, at the price stated in the Issue Notice, that proportion of the shares proposed to be issued which the number of shares held by them bears to the total number of shares of that class in issue at the time the Company gives its notice. Each shareholder may exercise the option by giving notice to the Company, at any time within 10 Business Days following the service of the Issue Notice ("Offer Period")
- 7.3 Any notice provided by any shareholders to subscribe for shares must be accompanied by a banker's draft made payable to the Company (or by such other method of payment as requested by the directors) in respect of full payment for the shares to be subscribed for

- 7 4 Subject to any directions which may be given by the Company in general meeting, any shares that have not been issued at the expiry of the Offer Period, or which are not capable of being so issued except by way of fractions, shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that
- (a) no shares shall be issued at a discount, and
 - (b) (in the case of shares not accepted in accordance with article 7 2) such shares shall not be disposed of on terms which are more favourable than the terms set out in the Issue Notice
- 7 5 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)
- 7 6 Without prejudice to the rights attached to any existing shares, but subject to
- (a) the Act, and
 - (b) the provisions of any Relevant Agreement,
- any share may be issued with, or have attached to it, such rights or restrictions as the Company may by special resolution determine

DECISION MAKING BY SHAREHOLDERS

8 QUORUM FOR GENERAL MEETINGS

- 8 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy
- 8 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

9 POLL VOTES

- 9 1 A poll on a resolution may be demanded
- (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

9 2 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

9 3 A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

9 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

10 PROXIES

10 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

- (a) states the name and address of the shareholder appointing the proxy,
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
- (d) 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,

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

10 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

10 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

10 4 Unless a proxy notice indicates otherwise, it must be treated as

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

DIRECTORS

11 DIRECTORS' MEETINGS

- 11 1 Any decision of the directors must be taken at a meeting of directors in accordance with these articles and any Relevant Agreement or must be a decision taken in accordance with article 12
- 11 2 Subject as provided in these articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 11 3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes
- 11 4 If
 - (a) the Company only has one director for the time being, and
 - (b) no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making

12 UNANIMOUS DECISIONS OF DIRECTORS

- 12 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
- 12 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

13 NUMBER OF DIRECTORS

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

14 CALLING A DIRECTORS' MEETING

- 14 1 Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as agreed by the other directors) to each director or by authorising the Company secretary (if any) to give such notice
- 14 2 Notice of any directors' meeting must be accompanied by
- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting, and
 - (b) copies of any papers to be discussed at the meeting
- 14 3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing

15 QUORUM FOR DIRECTORS' MEETINGS

- 15 1 Subject to article 15 2, the quorum for the transaction of business at a meeting of directors is any two Eligible Directors
- 15 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a director's conflict, if there is only one Eligible Director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director
- 15 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to
- (a) appoint further directors, or
 - (b) call a general meeting so as to enable the shareholders to appoint further directors

16 CHAIRING OF DIRECTORS' MEETINGS

The chairman shall not have a casting vote. If the chairman for the time being is unable to attend any meeting of the board of directors, the shareholder who appointed him shall be entitled to appoint another of its nominated directors to act as chairman at the meeting.

17 DIRECTORS' CONFLICTS OF INTEREST

- 17 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 (the "Interested Director") breaching his duty under section 175 of the Act to avoid conflicts of interest ("Conflict")
- 17 2 Any authorisation under this article will be effective only if
- (a) 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,
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the 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 vote had not been counted
- 17 3 Any authorisation of a Conflict under this article 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 will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
 - (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

- 17.4 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
- 17.5 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
- 17.6 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 in accordance with these articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

18 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5), 177(6), 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

- (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 contract or proposed contract 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 contract or proposed contract 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 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

19 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

20 APPOINTMENT AND REMOVAL OF DIRECTORS

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

ADMINISTRATIVE MATTERS

21 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

22 MEANS OF COMMUNICATION TO BE USED

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

- (a) 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),

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) 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

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

- 22 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

23 INDEMNITY

- 23 1 Subject to article 23 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 23 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

23 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

23 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)

24 INSURANCE

24 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

24 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