

Company number: 11177786

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

CAMBRIA INVESTMENT HOLDINGS LIMITED  
(Company)

Circulation date 12 July 2019

(Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (Act))

The undersigned, being the sole corporate shareholder of the Company entitled to vote, hereby pass resolutions 1 and 2 as special resolutions, and resolution 3 as an ordinary resolution (together the **Resolutions**) as if the same had been passed at a General Meeting of the Company duly convened and held:

#### SPECIAL RESOLUTIONS

- 1 **THAT** the existing 100 ordinary shares of £0.01 each in the capital of the Company, be and are hereby re-designated as D ordinary shares of £0.01 each in the capital of the Company, such shares having the rights and being subject to the restrictions set out in the articles of association to be adopted pursuant to resolution 2; and
- 2 **THAT** the draft articles of association attached to this resolution be adopted as the articles of association of the Company, in substitution for, and to the exclusion of, the existing articles of association of the Company.

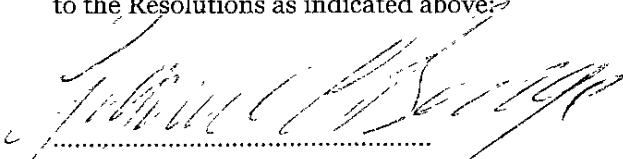
#### ORDINARY RESOLUTION

- 3 **THAT** the directors of the Company be generally and unconditionally authorised for the purposes of section 551 of the Act to allot, grant options over or otherwise deal with or dispose of the share capital of the Company to such persons, on such terms and in such manner as they think fit, provided that such authority is limited to an aggregate nominal amount of £50.00 and limited to the period of five (5) years from the date of this ordinary 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 on the above Resolutions, hereby irrevocably agree to the Resolutions as indicated above:

  
Signed by a Director for and on behalf of  
**CAMBRIA GROUP LIMITED**

Date 12 July 2019

THURSDAY



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COMPANIES HOUSE

## NOTES

- 1 If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - **By Hand:** delivering the signed copy to Capital Law Limited at Capital Building, Tyndall Street, Cardiff, CF10 4AZ.
  - **Post:** returning the signed copy by post to Capital Law Limited at Capital Building, Tyndall Street, Cardiff, CF10 4AZ.
  - **E-mail:** by attaching a scanned copy of the signed document and emailing it to [a.prothero@capitallaw.co.uk](mailto:a.prothero@capitallaw.co.uk). Please enter "*Written resolution Cambria*" in the e-mail subject box.
  - 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 midnight 28 days after the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
- 4 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.



Adopted on: 12 July 2019

## Articles of Association

**Cambria Investment Holdings  
Limited**

**Company number: 11177786**

(Private company limited by shares)

**Company No: 11177786**

**The Companies Act 2006**

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**Private company limited by shares**

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**Articles of Association**

of

**Cambria Investment Holdings Limited (Company)**

(as adopted by written special resolution passed on 12 July 2019)

**Part 1 — Preliminary, Definitions and Interpretation**

**1 Model Articles**

- 1.1 The Model Articles shall apply to the Company, except insofar as they are modified or excluded by these Articles, or are inconsistent with 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.
- 1.2 The whole of Model Articles 6(2), 7(1), 8, 9(2), 9(3), 9(4), 11(2), 11(3), 12, 13, 14(1), 14(6), 14(7), 22 (1), 39(1), 49, 51, 52 and 53 shall not apply to the Company.

**2 Definitions and Interpretation**

In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

**A Shares**

means the A ordinary shares of £0.01 each in the capital of the Company, having the rights and being subject to the restrictions as set out in the Articles.

**Articles**

means these articles of association of the Company as constituted under Article 1.1, as amended from time to time.

**Benge Shareholder**

means Glynne Christopher Benge, Sarah Katherine Jane Benge and the Trustees of The Benge Family Discretionary Trust 2018.

**B Shares**

means the B ordinary shares of £0.01 each in the capital of the Company, having the rights and being subject to the restrictions as set out in the Articles.

**Board**

means the board of directors of the Company from time to time.

**Business Day**

means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for business in the City of London and **Business Days** means more than one of them.

**C Shares**

means the C ordinary shares of £0.01 each in the capital of the Company, having the rights and being subject to the restrictions as set out in the Articles.

**CA 2006**

means the Companies Act 2006.

**Chairperson**

means the chairperson of the Board, as appointed from time to time.

**Company's Lien**

has the meaning given in Article 11.1.

**D Shares**

means the D ordinary shares of £0.01 each in the capital of the Company, having the rights and being subject to the restrictions as set out in the Articles.

**Director**

means a director of the Company from time to time.

**Encumbrance**

means any interest or equity of any person (including any right to acquire, option, right of pre-emption, any agreement in respect of voting rights or commitment to give or create voting rights) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

**Equity Shares**

means the A Shares, B Shares, C Shares and D shares.

**Excess Securities**

has the meaning given in Article 8.2.2.

**Group**

means, in relation to a company, the company, any subsidiary or any holding company from time to time of the company, and any subsidiary from time to time of a holding company of the company, and each company in the Group is a **Group Company**.

**Lien Enforcement Notice**

has the meaning given in Article 12.1.

**Model Articles**

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

**Permitted Transferee**

means, in relation to a Shareholder, any of his Privileged Relations, the trustees of his Family Trust(s), or in the case of a corporate Shareholder, another company in that corporate shareholder's Group.

**Share**

means a share (of whatever class) in the capital of the Company and **Shares** shall be construed accordingly.

**Shareholder**

means any holder of any Share from time to time.

**Shareholder Communication**

means any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons.

**Shareholder Consent**

means:

- (a) as long as they both hold Shares, the prior written consent of Glynne Christopher Bengé and Richard Ian Powell; or

- (b) in the event that either Glynne Christopher Bengé or Richard Ian Powell ceases to hold Shares, the prior written consent of the holders for the time being of not less than 75% by nominal value of all Shares held by the Shareholders,

and for the purposes of this definition, Glynne Christopher Bengé and Richard Ian Powell shall each be deemed to hold Shares for so long as they or any Bengé Shareholder or Powell Shareholder respectively hold Shares in the capital of the Company.

**2.2 In these Articles, unless the context otherwise requires:**

- 2.2.1 each gender includes the other gender;
- 2.2.2 the singular includes the plural and vice versa;
- 2.2.3 references to persons include individuals, unincorporated bodies and partnerships (in each case whether or not having a separate legal personality), governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;
- 2.2.4 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 2.2.5 the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding words, or be construed as being limited to the same class, acts, things or matters as the preceding words, where a wider construction is possible;
- 2.2.6 the descriptive headings to provisions in these Articles are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of these Articles;
- 2.2.7 references to legislation include any modification or re-enactment thereof, but exclude any re-enactment or modification after the date of these Articles, to the extent they make any party's obligations more onerous or otherwise adversely affect the rights of any party;
- 2.2.8 references to 'law' include any legislation, any common or customary law, constitution, decree, judgment, order, ordinance, treaty or other legislative measure in any jurisdiction and any directive, request, requirement, guidance or guideline (in each case, whether or not having the force of law but, if not having the force of law, compliance with which is in accordance with the general practice of persons to whom the directive, request, requirement, guidance or guideline is addressed);
- 2.2.9 references to books, records or other information include paper, electronically or stored data, and information in any other form;
- 2.2.10 references to 'writing' or 'written' includes faxes and any other method of reproducing words in a legible and non-transitory form, but excluding email; and
- 2.2.11 a person shall be deemed to be 'connected' with another if that person is connected with such other within the meaning of section 1122 of the Corporation Tax Act 2010.

**3 Directors and the Board**

- 3.1 The Directors shall not be subject to retirement by rotation.
- 3.2 The Directors shall not be entitled to appoint an alternate director to attend a Board meeting on their behalf and act in their place, if they are unable to attend the meeting themselves, unless they have consulted with the rest of the Board regarding the proposed appointment of an alternate director prior to the meeting.

#### **4 Proceedings of Directors**

- 4.1 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.
- 4.2 No less than eight (8) Business Days' notice of each meeting of the Board must be given to each Director entitled to attend, unless written consent to short notice to a meeting of the Board is given by each of the Directors. Such notice shall specify the date, time and place of the meeting and the business to be transacted at it.
- 4.3 All business arising at any meeting of the Directors (or of any committee of the Directors) shall be determined only by resolution and no resolution shall be effective unless carried by a majority.
- 4.4 The Directors shall be entitled to appoint one of their number as Chairperson for Board meetings. Chairperson of the Board shall not, in the event of an equality of votes at meetings of the Board, have a casting vote.
- 4.5 A decision of the Directors may also take the form of a resolution in writing, copies of which have been signed by each Director, provided that such Directors would have formed a quorum if the matter had been proposed as a resolution at a meeting of Directors.
- 4.6 At a Board meeting, unless a quorum is participating, no proposal is to be voted upon, except a proposal to call another meeting.
- 4.7 The quorum for meetings of the Directors (including adjourned meetings) is two (2) Directors, unless the Company at any time has only one (1) Director, in which case the quorum shall be one (1) Director.
- 4.8 If a quorum is not present within sixty (60) minutes of the time fixed for the relevant meeting, the meeting shall be adjourned for eight (8) Business Days, at the same time and place, or to such other time and place as the Directors agree.
- 4.9 Any Director may validly participate in a meeting of the Board through 'skype', telephone conference or similar methods of virtual meeting attendance, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in quorum and be entitled to vote. Subject to the CA 2006, all business transacted in such manner by the Board (or a committee of the Board) shall be deemed to be validly and effectively transacted at a meeting of the Board (or a committee of the Board) notwithstanding that a quorum of Directors is not physically present in the same place. If the Directors cannot or do not decide upon where such a meeting of the Board shall be deemed to take place, then it shall be where the Chairperson of the meeting is located.
- 4.10 If the Directors participating in the meeting will not be in the same place, the notice of the meeting should, if possible, specify how it is proposed that they should communicate with each other during the meeting.

#### **5 Directors' interests**

Except to the extent that Article 6 applies, or the terms of any authority given under that Article otherwise provide, and without prejudice to such disclosure as is required under the CA 2006, a Director may be a party to, or otherwise interested in, any transaction or arrangement with the Company and shall be entitled to participate in the decision-making process for quorum and voting purposes, on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the Company.

#### **6 Directors' conflicts of interest**

- 6.1 Subject to the provisions of the CA 2006 and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director may, notwithstanding his office or that, without the authorisation conferred by this Article 6.1, he would (or might be) in breach of

his duty under the CA 2006 to avoid conflicts of interest, be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any undertaking in the same group as the Company, or promoted by the Company or by any undertaking in the same group as the Company, or in which the Company or any undertaking in the same group as the Company is otherwise interested.

6.2 No Director shall:

- 6.2.1 by reason of his office, be accountable to the Company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under Article 6.1 (and no such benefit shall constitute a breach of the duty under the CA 2006 not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit);
- 6.2.2 be in breach of his duties as a Director by reason only of his excluding himself from the receipt of information, or from participation in decision-making or discussion (whether at meetings of the Directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under Article 6.1; or
- 6.2.3 be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under Article 6.1, if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.

6.3 A general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice, in any transaction or arrangement in which a specified person or class of persons is interested, shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

6.4 The Directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a Director breaching his duty under the CA 2006 to avoid conflicts of interest, and any Director (including the Director concerned) may propose that the Director concerned be authorised in relation to any matter the subject of such a conflict provided that:

- 6.4.1 such proposal and any authority given by the Directors shall be given in the same way that any other matter may be proposed to and resolved upon by the Directors under the provisions of the Articles, except that the Director concerned and any other Director with a similar interest:
  - (a) shall not be counted for quorum purposes as participating in the decision-making process while the conflict is under consideration;
  - (b) may, if the other Directors so decide, be excluded from participating in the decision-making process while the conflict is under consideration; and
  - (c) shall not vote on any resolution authorising the conflict, except that, if any such Director does vote, the resolution will still be valid if it would have been agreed to if his votes had not been counted; and
- 6.4.2 where the Directors give authority in relation to such a conflict:
  - (a) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the Director concerned and any other Director with a similar interest as they may determine, including, without limitation, the exclusion of that Director and any other Director with a similar interest from the receipt of information, or participation in any decision-making or



discussion (whether at meetings of the Directors or otherwise) related to the conflict;

- (b) the Director concerned and any other Director with a similar interest will be obliged to conduct himself in accordance with any terms imposed from time to time by the Directors in relation to the conflict, but will not be in breach of his duties as a Director by reason of his doing so;
- (c) the authority may provide that, where the Director concerned and any other Director with a similar interest obtains information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
- (d) the authority may also provide that the Director concerned, or any other Director with a similar interest, shall not be accountable to the Company for any benefit that he receives because of the conflict;
- (e) the receipt by the Director concerned or any other Director with a similar interest of any remuneration or benefit because of the conflict shall not constitute a breach of the duty under the CA 2006 not to accept benefits from third parties;
- (f) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
- (g) the Directors may withdraw such authority at any time.

6.5 Subject to Article 6.6, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson, whose ruling in relation to any Director other than the Chairperson is to be final and conclusive.

6.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the Directors at that meeting, for which purpose, the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## 7 Shares

7.1 The Company shall have four classes of share; A Shares, B Shares, C Shares and D Shares (together, the **Equity Shares**).

7.2 The Equity Shares shall carry the following rights:

- 7.2.1 the right to receive notice of and to attend general meetings of the Shareholders of the Company;
- 7.2.2 the right to vote;
- 7.2.3 full rights to participate in dividends and other distributions made by the Company; and
- 7.2.4 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 shall be applied (to the extent that the Company is lawfully able to do so) in distributing the balance among the holders of the Equity Shares pro rata to the number of Equity Shares held, as if they all constituted shares of the same class.

## 8 Issue of Shares

8.1 In accordance with section 567(1) of the CA 2006, sections 561 and 562 of the CA 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of the CA 2006) made by the Company.

8.2 Except with Shareholder Consent, if the Company proposes to allot any equity securities, those equity securities shall not be allotted to any person, unless the Company has first offered them to all Shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons, on a pari passu and pro rata basis to the number of Shares held by those Shareholders (as nearly as possible without involving fractions). The offer:

8.2.1 shall be in writing, shall be open for acceptance for a period of twenty-two (22) Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and

8.2.2 may stipulate that any Shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe.

8.3 Any equity securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 8.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 8.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants, pro rata to the number of Shares held by the applicants immediately before the offer was made to Shareholders, in accordance with Article 8.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the Directors, acting with Shareholder Consent, may determine, at the same price and on the same terms, as the offer to the Shareholders.

## 9 General Meetings

9.1 No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the commencement of the meeting and when such business is voted upon.

9.2 The quorum at any general meeting shall be two (2) Shareholders, which must include Glynne Christopher Benge and Richard Ian Powell, or their validly appointed proxies.

9.3 If a quorum is not present within sixty (60) minutes of the time fixed for the relevant meeting, the meeting shall be adjourned for ten (10) Business Days at the same time and place. Notice of an adjourned meeting shall be given to all the Shareholders.

9.4 The sitting Chairperson of the Board at that time shall chair general meetings but shall not have a casting vote, in the event of an equality of votes at general meetings of the Company.

9.5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the CA 2006, a poll may be demanded at any general meeting by the Chairperson, or by any Shareholder present in person or by proxy and entitled to vote, or by a duly authorised representative of a corporation which is a Shareholder entitled to vote. Model Article 44(3) 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 Model Article.

9.6 An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially, or in some other way approved by the Board must be delivered to the registered office of the Company not less than forty-eight (48) hours before the time appointed for the holding of the meeting (or any adjournment of that meeting) or to the place of the meeting, at any time before the time appointed for the holding of the meeting (or any adjournment of that meeting). A notice revoking the appointment of a proxy must be given in accordance with the CA 2006. Model Article 45(1) shall be amended by the insertion of the words "*and a proxy notice which is not delivered in such manner shall be invalid*" as a new paragraph at the end of that Model Article.

## 10 Voting

10.1 The voting rights attached to the Equity Shares shall be:

- 10.1.1 on a written resolution, every Shareholder shall have one vote for each Equity Share of which he/she is the holder; and
- 10.1.2 on a resolution to be passed at a general meeting of the Company, every Shareholder present in person, by proxy or by a representative shall have:
  - (a) on a show of hands, one vote each;
  - (b) on a poll, one vote for each Equity Share of which he/she is the holder.

## 11 Company's Lien

11.1 The Company has a lien (**Company's Lien**) over every Share, whether or not fully paid, registered in the name of the person indebted or under any liability to the Company, whether he is the sole registered holder or one of several joint holders, for all monies payable by him, (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.

11.2 The Company's Lien over a share:

- 11.2.1 takes priority over any third party's interest in that Share; and
- 11.2.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

11.3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.

## 12 Enforcement of the Lien

12.1 Subject to the provisions of this Article 12, if:

- 12.1.1 a Lien Enforcement Notice has been given in respect of a Share; and
- 12.1.2 the person to whom the notice was given has failed to comply with it,  
the Company may sell that Share in such manner as the Directors decide.

12.2 A Lien Enforcement Notice:

- 12.2.1 may only be given in respect of a Share which is subject to the Company's Lien and in respect of a sum payable to the Company for which the due date for payment has passed;
- 12.2.2 must specify the Share concerned;
- 12.2.3 must require payment of the sum within twenty-one (21) clear days of the notice (that is, excluding the date on which the notice is given and the date on which that fourteen (14) day period expires);
- 12.2.4 must be addressed either to the holder of the Share or to a transmittee of that holder; and
- 12.2.5 must state the Company's intention to sell the Share if the notice is not complied with.

12.3 Where Shares are sold under this Article 12:

- 12.3.1 the Directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser; and
- 12.3.2 the transferee is not bound to see to the application of the consideration, and the

transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

- 12.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
  - 12.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and
  - 12.4.2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any money payable by that person (or his estate, or any joint holder of the Shares) after the date of the Lien Enforcement Notice.
- 12.5 A statutory declaration by a Director (or the company secretary) that the declarant is a Director (or the company secretary) and that a Share has been sold to satisfy the Company's Lien on a specified date:
  - 12.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
  - 12.5.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

### **13 Purchase of Own Shares**

- 13.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own Shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) up to any amount in a financial year not exceeding the lower of:
  - 13.1.1 £15,000; and
  - 13.1.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

### **14 Notices**

- 14.1 Subject to the specific terms of these Articles, any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board or a committee thereof) shall be in writing.
- 14.2 Any Shareholder Communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person:
  - 14.2.1 personally;
  - 14.2.2 by sending it by first-class post in a pre-paid envelope addressed to such Shareholder or other person at his postal address (as appearing in the Company's register of members in the case of Shareholders); or
  - 14.2.3 by sending or supplying it in electronic form (as specified by section 1168(3) of the CA 2006 and otherwise complying with the requirements of section 1168).
- 14.3 In the case of a Shareholder Communication validly:
  - 14.3.1 sent by post, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent, and it shall be deemed to be given or received at the expiration of forty-eight (48) hours after the envelope containing it was posted; and
  - 14.3.2 sent in electronic form, it shall be deemed to have been given on the same day as it was

sent to the appropriate electronic address supplied by the Shareholder.

- 14.4 In the case of joint holders of a Share, all Shareholder Communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders.
- 14.5 A Shareholder who has not supplied to the Company either a postal or an electronic address for the service of notices shall not be entitled to receive notices from the Company.

## **15 Indemnity and Insurance**

15.1 *Subject to, and on such terms as may be permitted by the CA 2006, the Company may:*

- 15.1.1 indemnify, out of the assets of the Company, any Director of the Company or any associated company against all losses and liabilities which he may sustain or incur in the performance of the duties of his office or otherwise in relation thereto;
- 15.1.2 provide a Director with funds to meet expenditure incurred or to be incurred by him in defending any civil or criminal proceedings brought or threatened against him, or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority, in either case, in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company, and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the CA 2006, to enable a Director to avoid incurring such expenditure; and
- 15.1.3 purchase and maintain insurance for any Director against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company.