

Company number 11830261
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION

of

VIADUCT GROUP HOLDINGS LIMITED (Company)

Circulation Date: 16 September 2019

Under Chapter 2 of Part 13 of the Companies Act 2006 (Act), the directors of the Company propose that the resolution below is passed as a special resolution (the Resolution).

SPECIAL RESOLUTION

That the articles of association circulated with 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.

AGREEMENT

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

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

Signed by **SIMON BOAKES**

Date

.....
16 September 2019

Signed by **FRANCES CRAYTHORNE**

Date

.....
16 September 2019

Signed by **ANDREW HAYNES**

Date

.....
16 September 2019

Signed by **ROBERT SINCLAIR**

Date

.....
16 September 2019



Signed by **ANDREW STONE**

AR Stone

Date

.....16 September 2019.....

NOTES

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

By hand: delivering the signed copy to the Company's registered office.

Post: returning the signed copy by post to the Company's registered office.

Email: by attaching a scanned copy of the signed document to an email and sending it to andy.haynes@viaductholdings.com. Please type "Written resolution - Viaduct Group Holdings Limited" in the email subject box.

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

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

3. Unless by the date falling 28 days from the Circulation Date, sufficient agreement is received for the Resolution to pass, it will lapse. If you agree to the Resolution, 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.

Dated 16 September 2019

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of Viaduct Group Holdings Limited

Company number 11830261

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

VIADUCT GROUP HOLDINGS LIMITED

(Adopted by special resolution passed on 16 September 2019)

INTRODUCTION

1 Interpretation

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

Act	the Companies Act 2006.
Adoption Date	the date of adoption of these Articles.
Articles	the Company's articles of association for the time being in force.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Chairman	a person appointed by the Directors to be chairman of meetings of the board of Directors.
Company	means Viaduct Group Holdings Limited (company number 11830261).
Conflict	has the meaning given to it in article 7.1.
Connected	has the meaning given in section 252 of the Act.
Controlling Interest	an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010.
Credit Institution	any Financial Conduct Authority registered credit institution (or a credit institution registered with the equivalent body or authority in the country of the relevant credit institution's principal place of business).
Deemed Transfer Notice	a Transfer Notice which is deemed to have been served by any of the provisions of these Articles.
Directors	the directors of the Company from time to time.
Eligible Director	means a Director who would be entitled to vote on the

Investor	or entity whose principal business is to make investments or a person whose business is to make, manage or advise upon investments for any of the foregoing.
Member of the Same Group	as regards any company, a company which is from time to time a holding company or a subsidiary of that company or a subsidiary of any such holding company.
Member of the Same Fund Group	<p>if the Shareholder is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an Investment Fund) or a nominee of that person:</p> <ul style="list-style-type: none"> (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business); (b) any Investment Fund managed by that Fund Manager or a Fund Manager which is a Member of the Same Group as that Fund Manager; (c) any trustee, nominee or custodian of such Investment Fund and vice versa; (d) the Fund Manager of that Investment Fund or a Fund Manager of any other Investment Fund which is a Member of the Same Fund Group as that Investment Fund (or a nominee of any such Fund Manager) and vice versa; or (e) any Member of the same Group as that Fund Manager.
Minimum Transfer Condition	has the meaning given in article 11.2.4.
Model Articles	the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date.
Ordinary Shares	the ordinary shares of £0.01 each in the capital of the Company.
Original Shareholder	has the meaning given in article 10.1.
Permitted Transfer	a transfer of Shares made in accordance with article 10.

Writing or written the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, in relation to a Transfer Notice (or Deemed Transfer Notice), "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax).

- 1.2 Headings in these Articles shall not affect the interpretation of these Articles.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 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 (but excluding any statutory modification of them not in force on the Adoption Date).
- 1.6 A reference in these Articles to:
 - 1.6.1 an **Article** is a reference to the relevant numbered article of these Articles; and
 - 1.6.2 a **model article** is a reference to the relevant article, unless expressly provided otherwise.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.10 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act.

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 or are inconsistent with these

consent of a Shareholder Majority has not been received) within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors determine.

- 4.7 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a Conflict, if there are insufficient Eligible Directors in office other than the conflicted Director(s), then the Eligible Director(s) shall constitute a quorum. If there are no Eligible Directors then the conflict may be approved by Shareholders representing a Shareholder Majority.
- 4.8 If the number of Directors in office for the time being is less than two, the Directors in office must not take any decision other than a decision to:
- 4.8.1 appoint further Directors; or
- 4.8.2 call a general meeting so as to enable the Shareholders (with Shareholder Consent) to appoint further Directors.
- 4.9 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the Chairman (or other chairman of the meeting) shall not have a second or casting vote.

5 Appointment and removal of directors

Model article 17(1) shall be modified by the inclusion, at the end of that model article, of the words "provided that the appointment does not cause the number of Directors to exceed the maximum number set out in article 3.1 of these Articles".

6 Transactions or other arrangements with the Company

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:

- 6.1 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;
- 6.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of the Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 6.3 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 existing or proposed transaction or arrangement in which he is interested;
- 6.4 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;
- 6.5 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

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

- 7.3.6 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.
- 7.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 7.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 7.6 A Director, notwithstanding his office, may be a Director or other officer of, employed by, or otherwise interested (including by the holding of shares) in his appointor(s) (or any Permitted Transferee of such appointor(s)) and no authorisation under article 7.1 shall be necessary in respect of any such interest.
- 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 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.

SHARES AND DISTRIBUTIONS

8 Pre-emption rights on the issue of further shares

- 8.1 Save to the extent authorised by these Articles, the Directors shall not, save with Shareholder Consent, exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares.
- 8.2 Unless otherwise agreed by special resolution if the Company proposes to allot any Shares (**Relevant Shares**), those Relevant Shares shall not be allotted to any person unless the Company has first offered them to the holders (on the date of the offer) of the Ordinary Shares (each an **Offeree**) in the respective proportions that the number of Ordinary Shares held by each such holder bears to the total number of Ordinary Shares held by all such holders (as nearly as possible without involving fractions) and on the same terms, and at the same price, as those Relevant Shares are being, or are to be, offered to any other person.
- 8.3 An offer made under article 8.2 shall:

- 9.4 Any transfer of a Share by way of sale which is required to be made under article 13, article 14 or article 15 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 9.5 The Directors shall (except with consent of a Shareholder Majority), as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed, in favour of the Company agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between any of the Shareholders and the Company, in such form as the Directors (acting with Shareholder Consent) may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor). If any condition is imposed in accordance with this article 9.5, the transfer may not be registered unless and until that deed has been executed and delivered to the Company's registered office by the transferee.
- 9.6 To enable the Directors to determine whether or not there has been any transfer (or purported transfer) of Shares the Directors may require:
- 9.6.1 any holder (or the legal representatives of a deceased holder); or
- 9.6.2 any person named as a transferee in a transfer lodged for registration; or
- 9.6.3 such other person as the Directors may reasonably believe to have information relevant to that purpose,
- to provide the Company with any information and evidence that the Directors think fit regarding any matter which they deem relevant to that purpose.
- 9.7 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that:
- 9.7.1 it does not contain a Minimum Transfer Condition; and
- 9.7.2 the Seller wishes to transfer all the Shares held by him (including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice).
- 9.8 Any Transfer Notice (but not an Offer Notice (as defined in article 14) or a Drag Along Notice (as defined in article 14)) served in respect of the transfer of any Share which has not completed before the date of service of a Deemed Transfer Notice shall (save with Shareholder Consent to the contrary) automatically be revoked by the service of a Deemed Transfer Notice.

10 Permitted transfers of shares

- 10.1 A Shareholder (the Original Shareholder) may transfer all or any of his or its Shares to a Permitted Transferee.

10.5.2 give a Transfer Notice to the Company in accordance with article 11,

failing which a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this article 10.5. This article 10.5 shall not apply to a transferee of a Permitted Transferee if that transferee is also a Permitted Transferee of the Original Shareholder, to the extent that such transferee is legally or beneficially entitled to those Shares.

10.6 Where Shares are held by an individual as a partner of a partnership, the beneficial interest in Shares held by the partners of such partnership may be transferred to a Privileged Relation of a partner without any price or other restriction.

10.7 Notwithstanding any other provision of this article 10, a transfer of any Shares approved by the Directors (acting with Shareholder Consent) may be made without any price or other restriction and any such transfer shall be registered by the Directors.

11 Pre-emption rights on the transfer of shares

11.1 Except where the provisions of article 10, article 14 or article 15 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this article 11.

11.2 A Shareholder who wishes to transfer Shares (a **Seller**) shall, before transferring or agreeing to transfer any Shares, give notice in writing (a **Transfer Notice**) to the Company specifying:

11.2.1 subject to article 9.7.2, the number of Shares he wishes to transfer (**Sale Shares**);

11.2.2 the name of the proposed transferee, if any;

11.2.3 subject to article 13.4, the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (the **Proposed Sale Price**); and

11.2.4 subject to article 9.7.1, whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold (a **Minimum Transfer Condition**).

11.3 Once given, a Transfer Notice may only be withdrawn with Shareholder Consent.

11.4 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

11.5 As soon as practicable following the later of:

11.5.1 receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served); and

11.5.2 the determination of the Transfer Price,

11.10 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.

11.11 If the Seller fails to comply with article 11.10:

11.11.1 the Chairman (or, failing him, any other Director or some other person nominated by a resolution of the Directors) may, as agent on behalf of the Seller:

- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- (b) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
- (c) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and

11.11.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.

11.12 Where a Transfer Notice lapses pursuant to article 11.8.2 or an Allocation Notice does not relate to all the Sale Shares, then, subject to receiving Shareholder Consent and consent of the Board, the Seller may, at any time during the twenty Business Days following the date of lapse of the Transfer Notice, or the date of service of the Allocation Notice as the case may be, transfer the some or all of the Surplus Shares to any person at a price at least equal to the Transfer Price. The sale of the Surplus Shares in accordance with this article 11.12 shall continue to be subject to any Minimum Transfer Condition.

12 Valuation

12.1 The Transfer Price for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Directors (any Director with whom the Seller is Connected not voting), acting with Shareholder Consent, and the Seller or, in default of agreement within five Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the board of Directors first has actual knowledge of the facts giving rise to such deemed service), the Fair Value of each Sale Share.

12.2 The Fair Value shall be the price per Sale Share determined by the Independent Expert on the following bases and assumptions:

- 13.2 If a Shareholder which is a body corporate either suffers or resolves to appoint a liquidator, administrator or administrative receiver over it, or any material part of its assets (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or suffers or takes any equivalent action in any jurisdiction outside England and Wales, that Shareholder shall be deemed to have given a Transfer Notice in respect of all Shares held by it at such time as the Directors (acting with Shareholder Consent) may determine.
- 13.3 If there is a change in control (as 'control' is defined in section 1124 of the Corporation Tax Act 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its name (or the name of its nominee(s)) save that, where that Shareholder acquired Shares as a Permitted Transferee of an Original Shareholder, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee of that Original Shareholder before being required to serve a Transfer Notice.
- 13.4 Forthwith upon a Transfer Notice being deemed to be served under article 13 the Shares subject to the relevant Deemed Transfer Notice shall cease to confer on the holder of them any rights:
- 13.4.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
- 13.4.2 to receive dividends or other distributions otherwise attaching to those Shares.

The Directors may (with Shareholder Consent) reinstate the rights referred to in article 13.4 at any time and, in any event, such rights shall be reinstated in respect of any Shares transferred pursuant to article 13 on completion of such transfer.

14 Tag along

- 14.1 Where the holder(s) of more than 50% of the Shares (**Seller**) proposes to transfer all (but not part only) of the Shares held by them to a bona fide purchaser (**Buyer**) on arm's length terms (**Proposed Transfer**), such transfer shall be permitted subject to compliance with articles 14.2 to 14.5.
- 14.2 Before making a Proposed Transfer, the Seller shall procure that the Buyer makes an offer (**Offer**) to the holder of the Shares held by Shareholders other than the Seller (**Other Shares**) to purchase all of those Shares for a consideration in cash per Share that is at least equal to the price per Share offered by the Buyer in the Proposed Transfer (**Specified Price**).
- 14.3 The Offer shall be made by written notice (**Offer Notice**), at least five Business Days before the proposed transfer date (**Transfer Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- 14.3.1 the identity of the Buyer;

Proposed Buyer were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of article 8.

- 15.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 14.
- 15.6 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:
 - 15.6.1 all of the Called Shareholders and the Selling Shareholders otherwise agree; or
 - 15.6.2 that date is less than three Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place on the fourth Business Day after the date of service of the Drag Along Notice.
- 15.7 Within three Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Shares (or a suitable indemnity in respect thereof) to the Company. On the expiration of that three Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to article 15.4 to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to article 15.4 shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to article 15.4 in trust for the Called Shareholders without any obligation to pay interest.
- 15.8 To the extent that the Proposed Buyer has not, on the expiration of the four Business Day period, put the Company in funds to pay the amounts due pursuant to article 15.4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this article 14 in respect of their Shares.
- 15.9 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this article 14.
- 15.10 Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding) including, without

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

18.1 £15,000; and

18.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each Financial Year.

ADMINISTRATIVE ARRANGEMENTS

19 Means of communication to be used

19.1 Subject to article 19.3, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

19.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or

19.1.2 if sent by pre-paid first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or

19.1.3 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or

19.1.4 if sent or supplied by email, at the time the notice, document or information was sent or supplied; or

19.1.5 if deemed receipt under the previous paragraphs of this article 19.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 on the day when business next starts in the place of deemed receipt.

For the purposes of this article 19.1, all references to time are to local time in the place of deemed receipt.

19.2 To prove service, it is sufficient to prove that:

19.2.1 if delivered by hand, the notice was delivered to the correct address; or

19.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or

19.2.3 if sent by post, the envelope containing the notice was properly addressed, paid for and posted; or