

FTA Repairs LTD
Company number: 05783935

Record of Written Resolutions passed by FTA Repairs LTD (**Company**) on 1st May 2018 pursuant to Chapter 2 of Part 13 of the Companies Act 2006.

1. CIRCULATION

- 1.1 On 1st May 2018 the directors circulated the following resolution ("**the Resolution**") to the shareholders of the Company proposing that it be passed, pursuant to Chapter 2 of Part 13 of the Companies Act 2006 as a special resolution of the Company:

Special Resolution

1. *THAT the regulations contained in the draft annexed to this Resolution be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.*


A copy of the regulations attached to the circulation copy of the written resolution is attached to this record.

2. RESPONSE

- 2.1 On 1st May 2018 the Company received responses from a majority of shareholders sufficient to pass the Resolution.

3. EFFECT

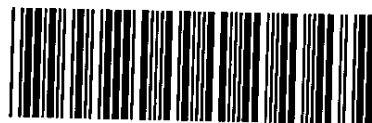
- 3.1 The Resolution was passed by the Company on 1st May 2018.


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Secretary

1/5/18
.....

(Date)




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COMPANIES HOUSE


11/5/18

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

FTA REPAIRS LTD

Company No 05783935

Company number 05783935
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
FTA REPAIRS LTD
(Adopted by special resolution passed on 1st May 2018)

Introduction

1. Interpretation

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

Act: means the Companies Act 2006.

appointor: has the meaning given in Article ~~19.1~~.

Articles: means the company's articles of association for the time being in force.

Business Day: means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

Conflict: has the meaning given in Article ~~7.1~~.

Deemed Transfer Notice: a Transfer Notice which is deemed to have been given by any provisions of these Articles.

eligible director: means a director who would be entitled to vote on the matter at a meeting of directors.

Liquidity Event: means any of the following events:

- the service on the company of a winding up petition against the company by any creditor or contributory other than service on the company of a winding up petition which is capable of being struck out within five (5) Business Days of its service;
- the holder of a qualifying floating charge (as defined in Schedule B1 to the Insolvency Act 1986) giving notice of its intention to appoint an administrator in accordance with paragraphs 18 or 26 of Schedule B1 to the Insolvency Act 1986 or the holder of a qualifying floating charge (as defined in Schedule B1 to the

Insolvency Act 1986) making an application to the court for the appointment of an administrator;

- the appointment of a receiver over the whole or any part of the company's assets;
- the passing of a resolution by the members of the company that the company be wound up; or
- the directors making a proposal under Part I of the Insolvency Act 1986 to the company and to its creditors for a voluntary arrangement;

Model Articles: means 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.

Net Assets: means the assets of the company available for distribution on a Liquidity Event after payment of all other debts and liabilities of the company (and of the costs, charges and expenses of any such Liquidity Event);

Ordinary A Shareholders: means the holders for the time being of Ordinary A Shares

Ordinary A Shares: means the ordinary A shares of £1.00 (one pound) each in the capital of the company having the rights set out in these Articles.

Ordinary B Shareholders: means the holders for the time being of Ordinary B Shares

Ordinary B Shares: means the ordinary B shares of £1.00 (one pound) each in the capital of the company having the rights set out in these Articles

Ordinary C Shareholders: means the holders for the time being of Ordinary C Shares

Ordinary C Shares: means the ordinary C shares of £1.00 (one pound) each in the capital of the company having the rights set out in these Articles

Shares: means the issued shares in the capital of the company from time to time

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 or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 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.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Articles 8, 9(1), 11(2), 13, 14(1), (2), (3) and (4), 17(2), 52 and 53 of the Model Articles shall not apply to the company.
- 1.11 Article 7 of the Model Articles shall be amended by:
- (a) the insertion of the words "for the time being" at the end of Article 7(2)(a); and
 - (b) the insertion in Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.13 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.14 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) of the Model Articles," after the words "the transmittee's name".

Directors

2. Unanimous decisions

- 2.1 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.
- 2.2 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.
- 2.3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

3. Calling a directors' meeting

- 3.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

4. Quorum for directors' meetings

The quorum for the transaction of business at a meeting of directors is any one eligible director.

5. Casting vote

- 5.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
- 5.2 Article 5.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

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 Companies Acts, 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 existing or proposed transaction or arrangement 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 existing or proposed transaction or arrangement 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 transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7. Directors' conflicts of interest

- 7.1 The directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 7.2 Any authorisation of a Conflict under this Article 7. 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 shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (c) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (d) 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

- (e) 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.

7.3 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.

7.4 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.

7.5 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

8. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

9. Number of directors

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

10. Appointment 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.

11. Appointment and removal of alternate directors

11.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

11.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

11.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

12. Rights and responsibilities of alternate directors

12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

12.2 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

12.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

(c) shall not be counted as more than one director for the purposes of Article 12.3.

12.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision).

12.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

13. Termination of alternate directorship

An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

14. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

Shares

15. Purchase of own shares

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.

16. Separate classes of shares

The Ordinary A Shares, the Ordinary B Shares and the Ordinary C Shares will be separate classes of shares but save as mentioned in these Articles shall rank *pari passu* in all respects.

17. Voting rights

17.1 The holders of Ordinary A Shares shall have the right to receive notice of and attend and vote at any general meeting of the company. Each holder of Ordinary A Shares present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll to one vote for each A Ordinary Share held.

17.2 The holders of Ordinary B Shares and Ordinary C Shares shall have no right to receive notice of, attend or vote at any general meeting of the company.

18. Dividends

18.1 Dividends may be declared and paid in such amount, at such frequency, at such times and in respect of such of the Ordinary A Shares, Ordinary B Shares and/or Ordinary C Shares as shall be decided by ordinary resolution at a general meeting of the company.

18.2 If the ordinary resolution does not differentiate between share classes then each shall rank *pari passu* in respect of the dividend declared

19. Capital distribution

Upon the occurrence of a Liquidity Event, the Net Assets shall be applied (and shall only be applied) in the following manner and order of priority:

- (a) first in paying in respect of each Ordinary A Share, Ordinary B Share and Ordinary C Share an amount equal to their *par value* (provided that, if there are insufficient assets to pay in full the entitlements of the Ordinary A Shares, Ordinary B Shares and Ordinary C Shares, the available assets shall be distributed amongst the Ordinary A Shares, Ordinary B Shares and Ordinary C Shares in proportion to their respective entitlements);
- (b) second in paying to the Ordinary A Shareholders the remaining balance *pro rata* to the number of Ordinary A Shares in issue.

20. Pre-emption rights on the issue of new shares

20.1 Save to the extent authorised by these Articles, the Directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares.

- 20.2 Subject to the remaining provisions of this Article 20, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the company to:
- (a) offer or allot;
 - (b) grant rights to subscribe for or to convert any security into; and
 - (c) otherwise deal in, or dispose of,
- any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the Directors think proper.
- 20.3 The authority referred to in Article 20.2:
- (a) shall only apply insofar as the company has not, subject to these Articles, renewed, waived or revoked it by special resolution; and
 - (b) may only be exercised for a period of five years from the date these Articles are adopted save that, subject to these Articles, the Directors may make an offer or agreement which would, or might, require any Shares to be allotted after the expiry of such authority (and the Directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired).
- 20.4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the company.
- 20.5 Any unissued Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) from time to time shall, before they are issued, be offered to all the Shareholders holding that class of Share, in proportion as nearly as may be to the number of Shares held by them respectively (and such offer shall be at the same price and on the same terms to each such Shareholder). Such offer shall be made by notice specifying the number and class of Shares offered, the proportionate entitlement of the relevant Shareholder, the price per share and limiting a period (not being less than 14 days) ("**Offer Period**") within which the offer, if not accepted, will be deemed to be declined.
- 20.6 At the expiration of the Offer Period the Directors shall allot the Shares so offered to the Shareholders who have agreed to take them. Any Shares not accepted pursuant to such offers or not capable of being offered except as fractions shall be under the control of the Directors who may allot the same to such persons as they think fit provided that such Shares shall not be disposed of on terms which are more favourable than those on which they were offered to the Shareholders.

21. Transfer of shares: general

- 21.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 21.2 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. Subject to Article 21.4, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.
- 21.3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall, save with the consent of the Shareholders to the contrary, be deemed to have immediately served a Transfer Notice in respect of all Shares held by him.
- 21.4 The Directors may (and shall, if required by the Shareholders passing a special resolution), 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 and the Shareholders 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 the consent of the Shareholders) 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 21.4, 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.
- 21.5 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 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).
- 21.6 For the avoidance of doubt subject to, and in accordance with the provisions of the Act (as amended) the company may purchase any of its own Shares of any class (including redeemable shares) at any price (whether above or below the nominal value of the Shares) and make a payment in respect of such redemption or purchase of Shares otherwise than out of distributable profits of the company or the proceeds of the fresh issue of Shares. Every such purchase or contract providing for the purchase by the company of Shares shall be authorised by such resolution or resolutions of the company as may be required by the Act. All Shares so purchased shall be cancelled immediately upon completion of the purchase.

22. Pre-emption rights on the transfer of Ordinary A Shares

- 22.1 Any transfer of Ordinary A Shares by a Shareholder shall be subject to the pre-emption rights in this Article 22 save that the provisions of this Article 22 shall not apply to the transfer of Shares to the company pursuant to Article 15.
- 22.2 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:
- (a) the number of Shares he wishes to transfer (**Sale Shares**);
 - (b) the name of the proposed transferee, if any;
 - (c) the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (which will be deemed to be the fair value of the Sale Shares determined by the auditors of the company if no cash price is agreed between the Seller and the Board (**Transfer Price**)).
- 22.3 Once given (or deemed to have been given) under these Articles, a Transfer Notice may not be withdrawn.
- 22.4 A Transfer Notice (or Deemed Transfer Notice) constitutes the company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.
- 22.5 As soon as practicable following the receipt of a Transfer Notice, the company shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 22.6 The company shall offer the Sale Shares to all other Ordinary A Shareholders inviting them to apply in writing within the period from the date of the offer to the date 28 days after the offer (both dates inclusive) (the **Offer Period**) for the maximum number of Sale Shares they wish to buy.
- 22.7 If at the end of the Offer Period the total number of Sale Shares applied for is less than the number of Sale Shares the Seller may dispose of the remaining Sale Shares as he thinks fit within 3 months of the date of the Transfer Notice.

23. Transfer of Ordinary B Shares and Ordinary C Shares

- 23.1 Ordinary B Shares and Ordinary C Shares may only be transferred on the death of the relevant Shareholder or in the event that they cease to be an officer or employee of the company.

- 23.2 Following the death or cessation of employment as an employee or officer, the Ordinary B Shareholder and/or Ordinary C Shareholder shall be deemed to have given the company a notice to transfer all Ordinary B Shares and/or Ordinary C Shares held by them at par value.
- 23.3 On receipt of the Deemed Transfer Notice the company may purchase the Shares pursuant to Article 15 but shall otherwise direct the Shares to be transferred to another Shareholder or other purchaser at its sole discretion.
- 23.4 If the Ordinary B Shareholder and/or Ordinary C Shareholder fail to transfer the Shares in accordance with Article 23.3 the company may authorise signature of the relevant transfer documentation and receive purchase funds on behalf of the transferor such funds to be held in a separate account in the company's name and held in trust for the transferor.

Decision making by shareholders

24. Poll votes

- 24.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 24.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Article.

25. Proxies

- 25.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 24 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".
- 25.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Article.

Administrative arrangements

26. Means of communication to be used

- 26.1 Subject to Article ~~26.2~~, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a) 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
- (b) if sent by fax, at the time of transmission; or
- (c) if sent by pre-paid United Kingdom 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
- (d) if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
- (e) 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
- (f) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (g) if deemed receipt under the previous paragraphs of this Article ~~26.1~~ 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 am on the day when business next starts in the place of deemed receipt. For the purposes of this Article, all references to time are to local time in the place of deemed receipt.

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

- (a) if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (c) if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- (d) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

27. Indemnity

27.1 Subject to Article ~~27.2~~, 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 27.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

27.2 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.

27.3 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).

28. Insurance

28.1 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.

28.2 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.