

Company No: 11526816

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

**CAFÉ AMBIENCE LTD
(the "Company")**

30TH MAY 2019 ("DATE OF CIRCULATION")



Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions.

SPECIAL RESOLUTIONS

1. THAT, in accordance with section 551 of the Companies Act 2006, the Directors be generally and unconditionally authorised to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company ("Rights") up to an aggregate nominal amount of £100,000 (£50,000 A Ordinary Shares and £50,000 in B Ordinary Shares) provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date falling five years from the date that this resolution is passed save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the Directors may allot shares or grant Rights in pursuance of such offer or agreement notwithstanding that authority conferred by this resolution has expired.

This authority is in substitution for all previous authorities conferred on the Directors in accordance with section 80 of the Companies Act 1985 or section 551 of the Companies Act 2006.

2. THAT, the 1 Ordinary Share of £1.00 each in the issued share capital of the Company (the registered holder of which being Jessica Lister-Pollard) be redesignated as 1 A Ordinary Share of £1.00 each having the rights set out in the Articles of Association as proposed to be adopted by resolution number 3 below
3. THAT the draft regulations 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
4. That the provisions of Section 561 of the Companies Act 2006 shall not apply to the issue of up to 50,000 new A Ordinary shares of £1.00 each and 50,000 new B Ordinary shares of £1.00 each in the capital of the company provided such allotment shall take place within 36 months of the date of this resolution.

AGREEMENT

We, being eligible members of the Company (as defined in section 289 of the Companies Act 2006) and entitled to vote on these Resolutions, agree that these Resolutions be so passed and agree that they shall be as valid and effective as if they had been passed at a general meeting of the Company duly convened and held.

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

The undersigned, being a person who is entitled to vote on the above Resolutions on the date of the circulation of them, irrevocably votes in favour of them

The Shareholders:


.....
Jessica Lister-Pollard

30TH MAY 2019.
DATE

NOTES:

1. To signify your agreement to the Resolution, please sign and date this document where indicated above and return it to the Company. If you do not agree to the Resolution you do not need to do anything. You cannot be deemed to agree with the Resolution if you have not replied.
2. Ensure that your signed document is received by the Company no later than 28TH JUNE 2019. If the Resolution is not passed by this date, it will lapse.
3. Once given, you cannot revoke your agreement.

**COMPANIES ACT 2006
SPECIAL/WRITTEN/ORDINARY RESOLUTION**

Company number: 11526816

Company name: CAFE-AMBIENCE LTD

On the 30TH day of MAY 2019 the following special/written/ordinary resolution was agreed and passed by the members:

SPECIAL RESOLUTIONS

1. THAT, in accordance with section 551 of the Companies Act 2006, the Directors be generally and unconditionally authorised to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company ("Rights") up to an aggregate nominal amount of £100,000 (£50,000 A Ordinary Shares and £50,000 in B Ordinary Shares) provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date falling five years from the date that this resolution is passed save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the Directors may allot shares or grant Rights in pursuance of such offer or agreement notwithstanding that authority conferred by this resolution has expired.

This authority is in substitution for all previous authorities conferred on the Directors in accordance with section 80 of the Companies Act 1985 or section 551 of the Companies Act 2006.

2. THAT, the 1 Ordinary Share of £1.00 each in the issued share capital of the Company (the registered holder of which being Jessica Lister-Pollard) be redesignated as 1 A Ordinary Share of £1.00 each having the rights set out in the Articles of Association as proposed to be adopted by resolution number 3 below

3. THAT the draft regulations 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

4. That the provisions of Section 561 of the Companies Act 2006 shall not apply to the issue of up to 50,000 new A Ordinary shares of £1.00 each and 50,000 new B Ordinary shares of £1.00 each in the capital of the company provided such allotment shall take place within 36 months of the date of this resolution.

Signed


DIRECTOR



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COMPANIES HOUSE

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

CAFÉ-AMBIENCE LIMITED (“COMPANY”)

(as adopted by written special resolution passed on 30TH MAY 2019)

Company Number: 11526816

1. PRELIMINARY

- 1.1. The Model Articles for Private Companies Limited by Shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or varied hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").
- 1.2. In the Articles, any reference to a provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3. Model Articles 7, 8, 11(2), 14, 26(5) and 36 do not apply to the Company.
- 1.4. The headings used in the Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of the Articles.
- 1.5. in these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

2. DEFINED TERMS

Model Article 1 shall be varied by the inclusion of the following definitions:-

"A" Shareholder	a holder for the time being of an "A" share;
A Shares	the ordinary A shares of £1 each in the capital of the Company;
Act	Companies Act 2006;
"B" Shareholder	a holder for the time being of an "B" share;
B Shares	the ordinary B shares of £1 each in the capital of the Company;
Deed of Adherence	a deed of adherence to the terms of the Shareholders' Agreement in such form as may be reasonably approved by the Directors;
Director	a Director for the time being of the Company;
eligible Director	references in these Articles to eligible Directors are to Directors who would have been entitled to vote on the matter in question had it been proposed as a resolution at a Directors meeting;

Employee Share Options	options over the A Shares OR B Shares to be granted to the Group's employees from time to time pursuant to one or more employee share option schemes whether under the Employment Management Incentive Scheme or under an unapproved scheme or otherwise;
Group	the Company, any subsidiary of the Company and any holding company of the Company and any subsidiary of any such holding company;
secretary	means the secretary of the Company, if any, appointed in accordance with Article 18 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
Shareholder	a holder for the time being of any Shares;
Shareholders' Agreement	the Shareholders' Agreement between the Shareholders and the Company from time to time;
Shares	A Shares and B Shares and, unless the context requires otherwise reference to Shares shall include shares of these respective classes created and/or issued on and/or after the date of adoption of these Articles;
Transfer Notice	a notice indicating an intention to transfer Shares in accordance with the provisions of the Shareholders' Agreement;
working day	means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered.

3. SHARE CAPITAL

- 3.1. The authorised share capital of the Company at the date of adoption of these Articles is £100,000 divided equally between the A Shares of £1 each and the B Shares of £1 each.
- 3.2. The special rights and provisions applicable to the classes of share in the capital of the Company are set out in the Article 4.

4. RIGHTS ATTACHING TO SHARES

4.1. Subject to the provisions of the Act and the Shareholders' Agreement the rights attaching to the A Shares, and the B Shares respectively are as follows:

- 4.1.1. That, the Ordinary A shares of £1.00 each and the Ordinary B shares in the share capital constitute a separate class of share.
- 4.1.2. Income – A right to receive a dividend shall be considered separately by the Directors of the Company for each class of share. In deciding whether a dividend should be paid, the distribution of any profits of the Company shall be distributed amongst the holders of A Shares and B Shares in accordance with the Directors instructions, considering the A Shares and the B Shares as separate classes of shares.
- 4.1.3. Capital – on a return of assets on liquidation, capital reduction, winding up or similar, the assets of the Company remaining after repayment of its liabilities shall be distributed amongst the holders of A Shares and B Shares *pari-passu* as if the A Shares and B Shares constituted one class of shares in proportion to the amounts paid up or credited as paid up in relation to the nominal value only of the A Shares and B Shares held by the respectively.
- 4.1.4. Voting – each holder of A Shares and B Shares shall be entitled to receive notice of, attend and vote at all general meetings, class meetings or any adjournment of such meetings. Votes shall not be cast on a show of hands basis and the voting rights attached to the A Shares and B Shares shall confer on each holder thereof one vote for every A Shares and/or B Share of which he is the holder.

5. ISSUE OF SHARES

- 5.1. Shares may be issued fully paid.
- 5.2. Unless the members of the Company by special resolution direct otherwise, all shares which the Directors propose to issue must first be offered, subject to the Shareholders Agreement, to the members in accordance with the following provisions of this Article.
- 5.3. Subject to Article 5.4, Shares which the Directors propose to allot shall first be offered to members in proportion as nearly as may be to the number of existing Shares held by them respectively.
- 5.4. Article 5.3 shall not apply to the issue of Shares pursuant to the exercise of Employee Options and may in any event be disapplied in relation to any class of Shares by special resolution.
- 5.5. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined.
- 5.6. After the expiration of the period referred to in Article 5.5 above, those Shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the Shares offered to them; and

such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer.

- 5.7. Any Shares not accepted pursuant to the offer referred to in Article 5.5 and the further offer referred to in Article 5.6 or not capable of being offered as aforesaid except by way of fractions and any Shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that no Share shall be issued at a discount and that no Shares shall be allotted to any person who is not already a party to the Shareholders' Agreement unless that person has first executed and delivered to the Company a Deed of Adherence.
- 5.8. In accordance with section 567 of the Act, sections 561 and 562 of the Act are excluded.

6. SHARE CERTIFICATES

- 6.1. The Company must issue each member with one or more certificates in respect of the shares which that member holds.
- 6.2. Except as is otherwise provided in these Articles, all certificates must be issued free of charge.
- 6.3. No certificate may be issued in respect of Shares of more than one class.
- 6.4. A member may request the Company, in writing, to replace: -
 - 6.4.1. the member's separate certificates with a consolidated certificate, or
 - 6.4.2. the member's consolidated certificate with two or more separate certificates.
- 6.5. When the Company complies with a request made by a member under Article 6.4 above, it may charge a reasonable fee as the Directors decide for doing so.
- 6.6. Every certificate must specify –
 - 6.6.1. in respect of how many shares, of what class, it is issued;
 - 6.6.2. the nominal value of those shares;
 - 6.6.3. the amount paid up on those shares;
 - 6.6.4. any distinguishing numbers assigned to them; and
 - 6.6.5. contain the additional wording required by the Shareholders' Agreement.
- 6.7. Certificates must –
 - 6.7.1. have affixed to them the Company's common seal, or
 - 6.7.2. be otherwise executed in accordance with the Act.

7. CONSOLIDATION OF SHARES

- 7.1. This Article applies in circumstances where
 - 7.1.1. there has been a consolidation of shares, and
 - 7.1.2. as a result, members are entitled to fractions of shares.
- 7.2. The Directors may
 - 7.2.1. sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable; and
 - 7.2.2. authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser.
- 7.3. A person to whom shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

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

8. WRITTEN RESOLUTIONS OF MEMBERS

- 8.1. Subject to sub-paragraph 8.2, a written resolution of members passed in accordance with Part 13 of the Act is as valid and effectual as a resolution passed at a general meeting of the Company.
- 8.2. The following may not be passed as a written resolution and may only be passed at a general meeting -
- 8.2.1. a resolution under section 168 of the Act for the removal of a Director before the expiration of his period of office; and
 - 8.2.2. a resolution under section 510 of the Act for the removal of an auditor before the expiration of his period of office.
- 8.3. Subject to Article 8.4, on a written resolution, a member has one vote in respect of each share held by him/her.
- 8.4. No member may vote on a written resolution unless all monies currently due and payable in respect of any shares held by him have been paid.

9. NOTICE OF GENERAL MEETINGS

- 9.1. Every notice convening a general meeting of the Company must comply with the provisions of:
- 9.1.1. section 311 of the Act as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to take place at the meeting; and
 - 9.1.2. section 325(1) of the Act as to the giving of information to members regarding their right to appoint proxies.
- 9.2. Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the Directors and to the auditors (if any) for the time being of the Company.

10. QUORUM AT GENERAL MEETINGS

- 10.1. If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.
- 10.2. If and for so long as the Company has two or more members, two members, and each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, shall be a quorum.
- 10.3. Model Article 41(1) is modified by the addition of a second sentence as follows -
"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved"
- 10.4. In the case of an equality of votes at a general meeting the chairman of the meeting shall not be entitled to a second or casting vote.

11. SHARE TRANSFERS

- 11.1. The Directors shall be required (subject only to Model Article 26(1) and Article 11.2) to register promptly any transfer of Shares made in accordance with the provisions of the Shareholders' Agreement and these Articles provided in all cases a Deed of Adherence duly executed by all relevant parties is laid before the meeting at which the transfer is to be approved, but shall not register any transfer of Shares otherwise. For the purpose of ensuring that a particular transfer of Shares is permitted under the Shareholders' Agreement and these Articles, the Directors may request the transferor or any person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the Directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the Directors within a period of 28 days after such request the Directors shall be entitled to refuse to register the transfer in question.
- 11.2. In addition to the circumstances set out in Article 11.1 and Model Article 26(5), the Directors may refuse to register a transfer of a Share to a bankrupt, a minor or a person of unsound mind.
- 11.3. A reference in these Articles to a transfer of Shares shall include a transfer of any interest in Shares (including a beneficial interest) and these Articles shall take effect accordingly.

12. NUMBER OF DIRECTORS

The maximum number and minimum number respectively of the Directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be two.

13. DECISION MAKING

- 13.1. Any decision of the Directors must be a majority decision at a meeting, or a decision taken in accordance with Article 13.2.
- 13.2. A decision of the Directors is taken in accordance with this Article 13.2 when all eligible Directors indicate to each other by any means that they share a common view on a matter. Such a decision may take the form of a resolution in writing, where each eligible Director has signed one or more copies of it.
- 13.3. A decision may not be taken in accordance with Article 132 if the eligible Directors would not have formed a quorum at such a meeting.

14. CALLING A DIRECTORS' MEETING

- 14.1. Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the secretary (if any) to give such notice.
- 14.2. Notice of a Directors' meeting must be given to each Director but need not be in writing.

15. PROCEEDINGS OF THE DIRECTORS

- 15.1. Subject to Article 15.2, the quorum for the transaction of business at a meeting of Directors is any two eligible Directors, at least one of whom shall, during the period of his appointment, be Iain Lister or Jessica Lister-Pollard.

- 15.2. For the purposes of any meeting (or part of a meeting) held pursuant to Article 15 to authorise a Director's conflict, if there is only one eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible Director.
- 15.3. At any meeting of the Directors, each Director present at the meeting shall be entitled to one vote.
- 15.4. If the numbers of votes for and against a proposal at a meeting of Directors are equal, the chairman of the meeting shall not have a casting vote. Model Article 13 shall be modified accordingly.
- 15.5. Any Director including an alternate Director may participate in a meeting of the Directors or a committee of the Directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute attendance in person at such meeting and, subject to these Articles and the Acts, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

16. CONFLICTS OF INTEREST

- 16.1. A Director, notwithstanding his office, and without breaching his duty under section 175 of the Act may:
 - 16.1.1. be a Director or other officer of, employed by, or otherwise interested (including by the holding of shares) in any member of the Group;
 - 16.1.2. hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of Director for such period and upon such terms, including as to remuneration, as the Directors may decide,and no authorisation under Article 16.4 shall be necessary in respect of any such interest. A Director is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any interest in any such body corporate.
- 16.2. 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 contract, transaction or arrangement with the Company, or in which the Company is (directly or indirectly) interested:
 - 16.2.1. may be a party to, or otherwise interested in any such contract, transaction or arrangement,
 - 16.2.2. subject to Article 165, shall be entitled to count in the quorum and to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of any proposed decision relating to such contract, transaction or arrangement;
 - 16.2.3. shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract,

transaction or arrangement and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

16.3. Model Article 19(5) is modified accordingly.

16.4. Subject to Article 16.5 the Directors may, in accordance with section 175(5)(a) of the 2006 Act, authorise any matter which would otherwise involve or may involve a Director breaching his duty under section 175(1) of the 2006 Act to avoid conflicts of interest (a "Conflict").

16.5. When a Conflict is considered by the Directors the Director seeking authorisation in relation to the Conflict and any other Director with a similar interest:

16.5.1. shall not count in the quorum nor vote on a resolution authorising the Conflict; and

16.5.2. may, if the other Directors so decide, be excluded from the board meeting while the Conflict is considered.

17. TERMINATION OF DIRECTOR'S APPOINTMENT

17.1. Model Article 18 is amended:

17.1.1. by replacing paragraph (f) with "he resigns his office by notice delivered to the office or tendered at a meeting of the directors"; and

17.1.2. by adding at the end of the following paragraph

"(g) he is served written notice, signed by or on behalf of the holders of shares conferring a majority of the voting rights conferred by all the shares, requiring him to resign."

18. SECRETARY

The Directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the Directors may be removed by them.

19. ALTERNATE DIRECTORS 19.1.

19.1. Any Director (the "appointor") may appoint as an alternate any other Director, or any other person approved by a decision of the Directors, to exercise that Director's powers and carry out that Director's responsibilities in relation to taking decisions by Directors in the absence of the alternate's appointor.

19.2. 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. The notice must: -

19.2.1. identify the proposed alternate, and

19.2.2. in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor.

19.3. An alternate Director has the same rights to participate in any Directors' meeting or decision of the Directors reached in accordance with Article 13, as the alternate's appointor.

19.4. Except as the Articles specify otherwise, alternate Directors:-

- 19.4.1. are deemed for all purposes to be Directors;
 - 19.4.2. are liable for their own acts or omissions;
 - 19.4.3. are subject to the same restrictions as their appointors;
 - 19.4.4. are not deemed to be agents of or for their appointors.
- 19.5. A person who is an alternate Director:-
- 19.5.1. may be counted for the purposes of determining whether a quorum is present at a Directors' meeting (but only if that person's appointor is not present);
 - 19.5.2. may sign or otherwise signify his agreement in writing to a written resolution in accordance with Article 13 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution),
no alternate may be counted as more than one Director for such purposes.
 - 19.5.3. An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company.
 - 19.5.4. Model Article 20 is modified by the deletion of the two references to "Directors" and their replacement with "Directors and/or any alternate Directors".
- 19.6. An alternate Director's appointment as an alternate terminates:-
- 19.6.1. when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 19.6.2. 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 office as Director;
 - 19.6.3. on the death of his appointor; or
 - 19.6.4. when his appointor's appointment as Director terminates.

20. POWERS OF DIRECTORS

In addition to and without prejudice to the generality of the powers conferred by Model Article 3 the Directors may, subject to the terms of Loan Notes and the Shareholders' Agreement, exercise all the powers of the Company to borrow and to mortgage or charge all the undertaking and property of the Company including the uncalled capital or any part of it, and to issue debentures debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

21. DELIVERY OF PROXY NOTICES

Model Article 45(1) is modified, such that a notice in writing appointing a proxy (a "proxy notice") and any authentication of it demanded by the Directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

22. COMPANY SEAL

Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the Directors or any committee of Directors.

23. COMMUNICATIONS

- 23.1. Subject to the provisions of the Act, a document or information may be sent or supplied by the Company to a person by being made available on a website.
- 23.2. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notice may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.
- 23.3. If any name is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of their joint holding and the Company is not required to serve notices or other documents on any of the other joint holders.

24. LIABILITY

- 24.1. For the purposes of this Article 3 "Liability" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office or any liability incurred by an auditor in connection with any negligence, breach of duty or breach of trust by him in relation to the Company occurring in the course of the audit of accounts. Subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply:
 - 24.1.1. the Directors shall have the power to purchase and maintain for any Director of the Company, any director of an associated body corporate (as defined at section 256 of the 2006 Act), and any officer of the Company (not being a Director or auditor of the Company), insurance against any Liability; and
 - 24.1.2. every Director or auditor of the Company and every officer of the Company (not being a Director or auditor of the Company) shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability.

25. INDEMNITY

- 25.1. Subject to Article 25.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:
 - 25.1.1. each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation thereto 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 other Group Company's) affairs; and

- 25.1.2. the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 25.1.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.
- 25.2. This Articles 25 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 25.3. 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.
- 25.4. In this Article:
 - 25.4.1. "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 (or other Group Company) or any pension fund or employees' share scheme of the Company (or other Group Company); and
 - 25.4.2. "Relevant Officer" means any director or other officer or former director or other officer of any Group Company, but excluding in each case any person engaged by a Group Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.

26. NOTICES

- 26.1. The Company can deliver a notice or other document pursuant to these Articles to a shareholder or any other person:
 - 26.1.1. by delivering it by hand to the address recorded for the shareholder on the register;
 - 26.1.2. by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for the shareholder on the register;
 - 26.1.3. by fax (except for share certificates) to a fax number notified by the shareholder in writing;
 - 26.1.4. by electronic mail (except a share certificate) to an address notified by the shareholder in writing.
- 26.2. This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.
- 26.3. if a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the shareholder. If a notice or document is sent by post or other delivery service not referred to below, it is treated as being delivered:
 - 26.3.1. 24 hours after it was posted, if first class post was used; or

- 26.3.2. 72 hours after it was posted or given to delivery agents, if first class post was not used;
provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:
 - 26.3.3. properly addressed; and
 - 26.3.4. put into the post system or given to delivery agents with postage or delivery paid.
- 26.4. if a notice or document (other than a share certificate) is sent by fax or by electronic mail, it is treated as being delivered at the time it was sent. If a notice or document (other than a share certificate) is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 26.5. For the purposes of these Articles, no account shall be taken of any part of a day that is not a working day.