

WRITTEN RESOLUTION OF SHAREHOLDERS

Registered No. 06316338

THE COMPANIES ACT 1985, 1989 AND 2006

COMPANY LIMITED BY SHARES

HARVEST NOMINEE NO. 1 LIMITED
(the "Company")

TUESDAY



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21/10/2008

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COMPANIES HOUSE

COMPANIES HOUSE

SOLE SHAREHOLDER RESOLUTION

Harvest GP Limited, being the sole shareholder of the Company who would at the date of this resolution has been entitled to vote upon it if it had been proposed at a general meeting at which it was present, does hereby in accordance with the provisions of Section 288 of the Companies Act 2006 pass the following resolution in writing

IT IS HEREBY RESOLVED THAT

The Company's Articles of Association be and are hereby amended by deleting the current Clause 4 (Transfer and Transmission of Shares) and inserting a new paragraph to be added at Clause 4, namely

"Notwithstanding anything contained in the constitution (within the meaning of Section 17 of the Companies Act 2006) of the Company (including, without limitation, these Articles), the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer is

- (A) to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a "Secured Institution"), or
- (B) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (C) executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security, executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security,

and furthermore notwithstanding anything to the contrary contained in the constitution (within the meaning of Section 17 of the Companies Act 2006) of the Company (including, without limitation, these Articles), no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the constitution or otherwise howsoever to require such shares to be transferred to them whether for consideration or not "

Unless expressly defined in this written resolution, terms defined in the Facility Agreement have the same meaning in this written resolution

This written resolution may be executed in any number of counterparts, and this shall have the same effect as if the signatures on the counterparts were on a single copy of this written resolution



Harvest GP Limited

2 OCTOBER 2008

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

HARVEST NOMINEE NO. 1 LIMITED¹

(as adopted by Special Resolution dated 2/10/ 2008)

1. PRELIMINARY AND INTERPRETATION

1.1 The regulations contained in Table A ("**Table A**") in the schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall apply to the Company except that regulations 1, 3, 24, 35, 38, 41, 44, 53, 60, 61, 62, 64 to 69 (inclusive), 73 to 77 (inclusive), 79, 80, 81, 89, 93, 94, 108, 111, 112 and 115 are excluded and regulations 31, 40, 46, 78, 88 and 118 shall apply as varied by these Articles

1.2 In these Articles and in the regulations of Table A that apply to the Company the following definitions apply

"1985 Act"

means the Companies Act 1985 as amended, consolidated or re-enacted from time to time,

"2006 Act"

means Companies Act 2006 as amended or re-enacted from time to time,

"Acts"

means the Companies Act 1985 and Companies Act 2006 as and when in force,

"'A' Director"

means any Director from time to time that was nominated for appointment as a Director by the 'A' Shareholders pursuant to Article 11.2 including (where applicable) any alternate of such Director,

"Articles"

means these articles of association of the Company as amended from time to time,

¹ Changed its name from Shelfco (No 3461) Limited to Harvest Nominee No 1 Limited on 25 September 2007

“‘A’ Shareholder”

means the registered holders of ‘A’ Shares from time to time,

“‘A’ Shares”

means the ‘A’ ordinary shares of £1 each in the capital of the General Partner,

“‘B’ Director”

means any Director from time to time that was nominated for appointment as a Director by the ‘B’ Shareholders pursuant to Article 11.2 including (where applicable) any alternate of such Director,

“‘B’ Shareholders”

means the registered holders of the ‘B’ Shares from time to time,

“‘B’ Shares”

means the ‘B’ ordinary shares of £1 each in the capital of the General Partner,

“Board”

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

“Business Day”

means a day other than a Saturday or Sunday or a day on which banks are authorised to close in London,

“clear days”

means in relation to a period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

“Director”

means an ‘A’ Director or a ‘B’ Director (as the case may be) of the Company including (where applicable) any alternate of such Director,

“electronic address”

includes, but is not limited to, any number or address used for the purpose of electronic communications,

“electronic communication”

means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa)

- (a) by means of an electronic communications network, or
- (b) by other means but while in an electronic form,

"executed"

includes, but is not limited to, signed, sealed or authenticated in some other way,

"General Partner"

means Harvest GP Limited (company number 6316353), a company registered in England,

"holder"

means, in relation to a share, the member whose name is entered in the register of members as the holder of that share,

"member"

means, in relation to any shares in the Company, the person or persons named for the time being in the register of members as the holder thereof,

"office"

means the registered office of the Company from time to time,

"person with mental disorder"

means a person who is, or may be, suffering from mental disorder and either

- (a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984, or
- (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs,

"seal"

means the common seal of the Company (if any),

"secretary"

means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,

"United Kingdom"

means Great Britain and Northern Ireland,

"written" or "in writing"

means in writing, or in any way of representing or reproducing words legibly so that they are permanent, and in either hard copy or electronic form

1 3 In these Articles

- 1 3 1 the headings are included for convenience only and do not affect the construction of these Articles,
 - 1 3 2 words denoting the singular include the plural and vice versa,
 - 1 3 3 words denoting one gender include any other gender, and
 - 1 3 4 unless the context otherwise requires, references to persons include references to natural persons and corporations
- 1 4 Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose and, where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose

2 PRIVATE COMPANY

The Company is a private company within the meaning of section 1 of the 1985 Act and accordingly no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise) and the Company shall not allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

3. SHARE CAPITAL

- 3 1 The authorised share capital of the Company is the sum of one thousand pounds (£1,000) divided into one thousand (1,000) ordinary shares of one pound (£1 00) each
- 3 2 Subject to the provisions of the Acts and without prejudice to Article 3 3 the Company may
 - 3 2 1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as may be provided by the Articles,
 - 3 2 2 purchase its own shares (including any redeemable shares) or enter into such agreement (contingent or otherwise) in relation to the purchase of its own shares on such terms and in such manner as may be approved by such resolution as is required by the Acts, and
 - 3 2 3 to the extent permitted by section 171 of the 1985 Act, make a payment in respect of the redemption or purchase of any of its shares (including any redeemable shares) otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares
- 3 3 The Directors (for the purposes of section 80 of the 1985 Act) are generally and unconditionally authorised to allot or grant rights to subscribe for or to convert any security into shares, to such persons, on such terms and in such manner as they think fit, but subject

to any agreement binding on the Company. The authority contained in this Article shall, unless revoked or varied in accordance with section 80 of the 1985 Act

- 3 3 1 be limited to a maximum nominal amount of shares equal to the amount of the authorised share capital with which the Company is incorporated, and
- 3 3 2 expire on the fifth anniversary of the date of incorporation of the Company but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the Directors after such anniversary of their powers in pursuance of this authority
- 3 4 In exercising their authority under Article 3 3 the Directors shall not be required to have regard to sections 89(1) and 90(1) to (6) (inclusive) of the 1985 Act which sections shall be excluded from applying to the Company

4 TRANSFER AND TRANSMISSION OF SHARES

Notwithstanding anything contained in the constitution (within the meaning of Section 17 of the Companies Act 2006) of the Company (including, without limitation, these Articles), the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer is

- (A) to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a "Secured Institution"), or
- (B) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (C) executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security, executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security,

and furthermore notwithstanding anything to the contrary contained in the constitution (within the meaning of Section 17 of the Companies Act 2006) of the Company (including, without limitation, these Articles), no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the constitution or otherwise howsoever to require such shares to be transferred to them whether for consideration or not

5. VARIATION OF RIGHTS

- 5 1 If at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be modified, varied or abrogated with the consent in writing (other than consent contained in an electronic communication) of the holder or holders of not less than three fourths in nominal value of the

issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class

- 5 2 To every such separate general meeting the provisions of these regulations relating to general meetings shall apply, except that the quorum shall be (where all the shares of that class are held by one person) that person and (in any other case) two persons, present or by proxy holding at least one third of the issued shares of the class and that any holder of shares of the class present in person or by proxy and entitled to vote at the meeting may demand a poll
- 5 3 The rights attached to any class of share are not, unless otherwise expressly provided by the terms of issue of the shares of that class, deemed to be modified, varied by the creation or issue of further shares ranking equally with them

6 GENERAL MEETINGS

- 6 1 An annual general meeting shall be called by at least 21 clear days' notice All other general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed
- 6 1 1 in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting, and
- 6 1 2 in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than 95 per cent in nominal value of the shares giving that right
- 6 2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such
- 6 3 Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and auditors of the Company
- 6 4 A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote at the meeting
- 6 5 If the Company only has one member, then such member, present in person or by proxy or, if a corporate member, by its duly authorised representative, shall be a quorum
- 6 6 If within half an hour after the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting
- 6 6 1 if convened upon the requisition of members, shall be dissolved, or
- 6 6 2 if convened otherwise than upon the requisition of members, shall stand adjourned until the same day in the next week at the same time and place or such other day, time and place as the Directors may determine, and if at the adjourned meeting a quorum is not

present or ceases to be present then the member or members present shall be a quorum

- 6 7 A Director shall, notwithstanding that he is not a member, be entitled to receive notices of and attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company
- 6 8 If the Company only has one member and such member takes any decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting, then such member shall (unless that decision is taken by way of a written resolution) provide the Company with a written record of that decision
- 6 9 A resolution in writing executed by all members of the Company entitled to receive notice of and to attend and vote at a general meeting or by their duly appointed proxies or attorneys
- 6 9 1 shall be as valid and effective as a resolution passed at a general meeting of the Company duly convened and held, and
- 6 9 2 any such resolution in writing may be contained in one document or in several documents in the same terms each executed by one or more of the members or their proxies or attorneys and execution in the case of a body corporate which is a member shall be sufficient if made by a director of such body corporate or by its duly authorised representative

7. VOTES OF MEMBERS

- 7 1 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointor (or, if a corporation, under its seal or executed by an officer of the corporation or other person authorised so to sign) and shall be in such form as the Directors may determine or, failing such determination, in any usual form
- 7 2 The appointment of a proxy shall not be valid and the proxy named in the instrument shall not be entitled to vote at the meeting unless the appointment of the proxy, together with any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors
- 7 2 1 is deposited at the office (or such other place within the United Kingdom as is specified in the notice convening the meeting or in any form of appointment of proxy sent out by the Company in relation to the meeting) not later than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- 7 2 2 in the case of a poll taken more than 48 hours after it is demanded, is deposited as specified in Article 7 2 1 after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or
- 7 2 3 where the poll is not taken forthwith but is taken not more than 48 hours after it is demanded, is delivered to the chairman or to the secretary or to any Director at the meeting at which the poll is demanded

8. DIRECTORS

The number of the Directors shall be determined by the Company in general meeting but unless and until so determined there shall be no maximum number of Directors and the minimum number of Directors shall be one

9. ALTERNATE DIRECTORS

- 9 1 Any Director may at any time by notice in writing deposited at the office, or delivered at a meeting of the Directors, appoint any person (including another Director) to be his alternate director and may in like manner at any time terminate such appointment. Such appointment, unless of another Director or previously approved by the Directors, shall have effect only upon and subject to being so approved.
- 9 2 The appointment of an alternate director shall determine on the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor ceases to be a Director.
- 9 3 An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and of all meetings of committees of Directors of which his appointor is a member and shall be entitled to attend, speak and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a Director.
- 9 4 If an alternate director shall be himself a Director or shall attend any such meeting as an alternate for more than one Director his voting rights shall be cumulative.
- 9 5 If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability, the execution by an alternate director of any resolution in writing of the Directors shall be as effective as the execution by his appointor.
- 9 6 An alternate director shall not (save as provided in this Article 9) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles, but he shall be an officer of the Company, he alone shall be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.
- 9 7 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent, so far as applicable, as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- 9 8 Regulation 88 of Table A shall be modified accordingly.

10 POWERS OF DIRECTORS

- 10 1 Without prejudice to the powers conferred by regulation 70 of Table A, the Directors may establish and maintain, participate in or contribute to or procure the establishment and maintenance of, any pension or superannuation benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons (including Directors and other officers) who are or were at any time in the employment or service of the Company, or of any undertaking which is or was a subsidiary undertaking of the Company or allied to or associated with the Company or any such subsidiary undertaking, or of any of the predecessors in business of the Company or of any such other undertaking and the spouses, widows, widowers, families and dependants of any such persons and make payments to, for or towards the insurance of or provide benefits otherwise for any such persons
- 10 2 Without prejudice to the provisions of regulation 70 of Table A and of Article 19 and subject to the provisions of the Acts, the Directors' shall have power to purchase and maintain insurance at the expense of the Company for or for the benefit of any persons who are or were at any time
- 10 2 1 directors, officers, employees or auditors of the Company or of any other company which is its holding company, or in which the Company or such holding company has any interest whether direct or indirect, or which is in any way allied to or associated with the Company or such holding company, or of any subsidiary undertaking of the Company or of such other company,
- 10 2 2 trustees of any pension fund in which employees of the Company or of any other such company or subsidiary undertaking are interested,

including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported exercise, execution and/or discharge of their powers or duties and/or otherwise in relation to their duties, powers of offices in relation to the Company or any other such company, subsidiary undertaking or pension fund

11. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 11 1 The Directors of the Company shall not retire by rotation, Regulation 78 shall be modified accordingly
- 11 2 The members shall be entitled at any time and from time to time to appoint up to four directors to be the Directors, up to two of which Directors shall be persons nominated by the A Shareholders and up to two of which shall be persons nominated by the B Shareholders, and may remove any Directors from office and appoint any other person in place of any such Director so removed or dying or otherwise vacating office Appointees nominated by the A Shareholders will be designated as "A Directors" and appointees nominated by the B Shareholders will be designated as "B Directors"

- 11 3 Every appointment or removal made pursuant to Article 11 2 shall be made by notice in writing to the Company signed by or on behalf of the person or persons entitled to make the same. Such notice shall take effect when served or deemed to be served on the Company in accordance with Article 18 3.
- 11 4 Save as provided by this Article and subject to the provisions of the Act, no Director shall be appointed or removed from office and the Company in General Meetings shall have no power of appointing or removing Directors, but each of the Directors appointed by or under this Article and every other Director hereafter appointed shall hold office until he is either removed in the manner provided by this Article or dies or otherwise vacates office under the provisions contained in Article 12.

12. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 12 1 The office of a Director shall be vacated if
- 12 1 1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director, or
- 12 1 2 he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- 12 1 3 he is a person with mental disorder, or
- 12 1 4 he resigns his office by notice in writing to the Company, or
- 12 1 5 he is removed from office under section 168 of the 2006 Act or by extraordinary resolution of the Company,
- 12 1 6 he is removed from office pursuant to Article 11 3, or
- 12 1 7 the 'A' or 'B' Shareholder that nominated the Director transfers or no longer holds A Shares or B Shares as the case may be
- 12 2 No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of 70 years or any other age

13. DIRECTORS' INTERESTS

A Director who is in any way either directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Company

- 13 1 shall declare the nature of his interest at a meeting of the Directors in accordance with section 317 of the 1985 Act,
- 13 2 subject to such disclosure, shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present

14 DIRECTORS' REMUNERATION, GRATUITIES AND PENSIONS

The Directors shall not be entitled to any remuneration or any reimbursement of expenses incurred in the performance of their duties as Directors unless otherwise agreed by all the members

15 PROCEEDINGS OF DIRECTORS

15 1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of the Director shall, call a meeting of the Directors. It shall be necessary to give notice of a meeting to a Director who is absent from the United Kingdom at such address in the United Kingdom as that Director may notify from time to time to the Company.

15 2 The quorum for the transaction of the business of the Directors shall be one 'A' Director and one 'B' Director. A person who holds office as an alternate director shall, if his appointor is not present, be counted in the quorum.

15 3 Questions arising at any meeting of the Board shall be decided as follows:

15 3 1 the 'A' Directors shall collectively have one vote (the "**A' Collective Vote**") and the 'B' Directors shall collectively have one vote (the "**B' Collective Vote**"). and questions arising at a meeting of the Board shall be decided by majority vote provided that no matter shall be given effect to unless the 'A' Collective Vote and the 'B' Collective Vote shall have been exercised in favour of that matter,

15 3 2 if all the 'A' Directors do not agree as to which way to exercise the 'A' Collective Vote then the Directors in question shall be deemed to have voted against the proposed resolution, and

15 3 3 if all the 'B' Directors do not agree as to which way to exercise the 'B' Collective Vote then the Directors in question shall be deemed to have voted against the proposed resolution

15 4 A resolution in writing executed by all the Directors (including a sole Director) entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effective as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may be contained in one document or in several documents in the same terms and executed by one or more Directors, but a resolution executed by an alternate director need not also be executed by his appointor and, if it is executed by a Director who has appointed an alternate director, it need not be executed by the alternate director in that capacity.

15 5 Provided that due notice of such telephone conference call has been given as would be required for notice of a meeting of the Directors or (as the case may be) a committee of Directors, a telephone conference call during which a quorum of the Directors for the purposes of the business intended to be conducted at that meeting participates in the call shall be deemed to be a meeting of the Directors or (as the case may be) a committee of the Directors so long as all those participating can hear and speak to each other throughout the

call A resolution passed by the Directors at such a meeting shall be as valid as it would have been if passed at an actual meeting duly convened and held

16. EXECUTION OF DOCUMENTS

Where the Act so permits, any instrument signed by one Director and the secretary or by two Directors and expressed to be executed by the Company as a deed shall have the same effect as if executed under the seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of the Directors or of a committee authorised by the Directors in that behalf

17. DIVIDENDS

- 17 1 The Directors may deduct from any dividend payable on or in respect of a share all sums of money presently payable by the holder to the Company on any account whatsoever
- 17 2 The payment by the Directors of any unclaimed dividend or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of such monies Any dividend unclaimed after a period of 12 years from the date when it became due for payment shall be forfeited and cease to remain owing by the Company

18. NOTICES

- 18 1 All notices given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in writing or subject to the Articles, shall be sent using electronic communications to an electronic address for the time being notified for that purpose to the person sending the notice Notice may be given personally or by letter or (if appropriate) using electronic communications The address for service of the Company shall be the office or such other place as the Directors may appoint The address for service of each member shall be his registered address within the United Kingdom or such other address within the United Kingdom for service as the addressee may from time to time notify to the Company for the purposes of this Article In the absence of such address the member shall not be entitled to receive from the Company notice of any meeting
- 18 2 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders
- 18 3 Notices will be deemed to be received
- 18 3 1 if personally delivered, at the time of delivery and, in proving service, it shall be sufficient to produce a receipt for the notice signed by or on behalf of the addressee,

- 18 3 2 if by letter, at noon two Business Days after such letter was posted and, in proving service, it shall be sufficient to prove that the letter was properly stamped first class, addressed and delivered to the postal authorities, and
- 18 3 3 if by electronic communication to an electronic address, at the expiration of 24 hours after the time it is sent, in proving service, it shall be sufficient to prove that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators

19. INDEMNITY

- 19 1 Subject to, and to the extent not avoided by, the Acts but without prejudice to any indemnity to which he may otherwise be entitled
- 19 1 1 Any person who is or was at any time a Director, Secretary or other officer (unless the office is or was as auditor) of the Company or of any of its group undertakings (as defined in the Act) may be indemnified out of the assets of the Company to whatever extent the Board may determine against any costs, charges, expenses, losses and liabilities sustained or incurred by him in the actual or purported execution of his duties or in the exercise or purported exercise of his powers or otherwise in connection with his office, and whether or not sustained or incurred in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or the relevant group undertaking,
- 19 1 2 The Board shall have power to provide funds to meet any expenditure incurred or to be incurred by any person who is or was at any time a Director, Secretary or other officer of the company other than an auditor in defending any criminal or civil proceeding in which he is involved by reason of his office, or in connection with any application under the Acts, or in order to enable him to avoid incurring such expenditure, and
- 19 1 3 Every auditor of the Company may be indemnified out of the assets of the Company to whatever extent the Board may determine against any liability incurred by him in defending any proceedings, whether civil or criminal, in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the Company
- 19 2 The Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer (unless the office is or was auditor) or employee of the Company or of any subsidiary undertaking of the Company or of any body corporate in which the Company has an interest (whether direct or indirect) or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such subsidiary undertaking or body corporate is or has been interested, indemnifying such person against any liability which may attach to him, and any loss or expenditure which he may incur, in relation to anything actually or allegedly done or omitted to be done by him as Director, Officer, employee or trustee, whether or not it involves any negligence, default, breach of duty or breach of trust by him in relation to the Company or the relevant undertaking, body corporate, fund or trust