

Company No. 06395943

**THE COMPANIES ACT 1985**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**MEMORANDUM OF ASSOCIATION**

**- of -**

**SHG ACQUISITION (UK) LIMITED**

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TUESDAY



LD4 \*L2J1ULK9\* 22/10/2013 #54  
COMPANIES HOUSE

- 1 The Company's name is SHG Acquisition (UK) Limited
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's objects are
  - 3 1 to carry on business as a general commercial company, to carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors, and shippers of, and wholesale and retail dealers in, goods, wares produce, products, commodities, fancy goods, handicrafts, and merchandise of every description, to act as agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms or companies as may be thought expedient, and to negotiate, assign and mortgage or pledge for cash or otherwise, any such agreements and the payments due thereunder and any property the subject thereof, to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen, and agents in respect of raw materials and manufactured goods of all kinds, and general railway, shipping and forwarding agents and transport contractors, to create, establish, build up, and maintain an organisation for the marketing, selling, retailing, servicing, advertisement, distribution or introduction of the products, merchandise, goods, wares, and commodities dealt in or services rendered by any person, firm or company, and to participate in, undertake, perform and carry out all kinds of commercial, trading and financial operations and all or any of the operations ordinarily performed by import, export and general merchants, factors, shippers, agents, traders, distributors, capitalists and financiers, either on the Company's own account or otherwise, and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company,
  - 3 2 to carry on any other trade or business whatsoever which, in the opinion of the board of directors of the Company, may be capable of being advantageously carried on by the Company in connection with or ancillary to any other business of the company, or may further any of the Company's objects,

- 3 3 to carry on the business of a holding company in all its branches and to co-ordinate the policy and administration of any subsidiary company of the Company or of any company of which the Company is a member or which is in any manner controlled by the Company,
- 3 4 to purchase, take on lease or in exchange, hire or otherwise acquire and hold any estate or interest in any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient,
- 3 5 to erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above,
- 3 6 to borrow or raise or secure the payment of money for the purpose of or in connection with the Company's business, and for the purposes of or in connection with the borrowings or raising of money by the Company to become a member of any building society,
- 3 7 to lend and advance money or give credit on any terms with or without security to any company or firm or person (including without limitation any holding company or subsidiary or fellow subsidiary of or any other company associated in any way with the Company), to enter into guarantees and contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any company or firm or person (including without limitation any holding company or subsidiary or fellow subsidiary or associated company),
- 3 8 to mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance,
- 3 9 to issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly,
- 3 10 to receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation,

- 3 11 to make advances to customers and others with or without security and upon such terms as the Company may approve, and generally to act as bankers for any person or corporation,
- 3 12 to grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or relations of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or relations, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the company or its employees, and to institute and maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees,
- 3 13 to draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments,
- 3 14 to invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined,
- 3 15 to pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine,
- 3 16 to accept payment of any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired,
- 3 17 to enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interest or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company,
- 3 18 to establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Company or the promotion of which shall be in any manner calculated to

advance directly or indirectly the objects or interests of the Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company,

- 3 19 to purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on,
- 3 20 to sell, improve, manage, develop, exchange, let on lease or otherwise, mortgage, charge, sell, turn to account, grant licences options, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit,
- 3 21 to amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or in any other manner,
- 3 22 to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law,
- 3 23 to do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise,
- 3 24 to do all other things as are incidental or conducive to the attainment of the Company's objects or any of them.

None of the objects set out in any sub-clause of this clause shall be restrictively construed and the widest interpretation shall be given to each object. The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership, body corporate or unincorporated association whether domiciled in the United Kingdom or elsewhere. None of the objects shall, except where the context expressly requires, be in any way limited by or restricted by reference to or inference from any other object or objects set out in that sub-clause or by reference to or inference from the terms of any other sub-clause of this clause or by reference to or inference from the name of the Company.

- 4 The liability of the members is limited
- 5 The share capital of the Company is £1,000 divided into 1,000 ordinary shares of £1 each

We, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum and we agree to take the number of shares shown opposite our name

NAME AND ADDRESS OF SUBSCRIBER	Number of shares taken by each subscriber
Olswang Nominees Limited 90 High Holborn London WC1V 6XX	One
for and on behalf of Olswang Nominees Limited	

**Company Number: 06395943**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**of**

**SHG ACQUISITION (UK) LIMITED**

**Incorporated in England and Wales on 10 October 2007  
under the Companies Act 1985**

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## ARTICLES OF ASSOCIATION

- of -

### SHG ACQUISITION (UK) LIMITED

(the "Company")

#### 1 PRELIMINARY

- 1 1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, SI 1985/805, as amended for private companies limited by shares and as in force at the date of incorporation of the Company ("**Table A**"), apply to the Company, except to the extent that they are excluded or modified by these Articles, and those regulations (so far as applicable) and the following provisions of these Articles together constitute the Articles of Association of the Company
- 1 2 References in these Articles to any Regulation are to the relevant numbered regulation of Table A
- 1 3 Table A shall apply as if the words "these regulations" were deleted (wherever appearing) and replaced by the words "these Articles"
- 1 4 For so long as there is only one member of the Company, references in these Articles to members or which imply the existence of more than one member shall be construed as references to the one member for the time being of the Company
- 1 5 The definitions of "Act", "clear days", "communication" and "electronic communication" in Regulation 1 shall not apply
- 1 6 Regulation 1 shall apply as if the final sentence beginning "Unless the context otherwise requires" and ending "binding on the company" were deleted
- 1 7 In these Articles (unless the context requires otherwise)
  - 1 7 1 "**Act**" shall mean the Companies Act 1985 to the extent in force from time to time and the Companies Act 2006 to the extent in force from time to time,
  - 1 7 2 "**clear days**" shall mean in relation to a period of notice, a period of the specified length excluding the day on which the notice is given and the day for which it is given or on which it is to take effect,
  - 1 7 3 "**Companies Act 1985**" shall mean the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force, and
  - 1 7 4 "**Companies Act 2006**" shall mean the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force

- 1 8 In these Articles (if not inconsistent with the subject or context or otherwise defined in these Articles) any words or expressions defined in the Companies Act 1985 or the Companies Act 2006 (in each case as in force on the date of adoption of these Articles, or any part of these Articles, and excluding any statutory modification thereof not in force at the date of adoption of these Articles, or that part) shall bear the same meaning in these Articles or that part (as the case may be)

## 2 **SHARE CAPITAL**

- 2 1 The authorised share capital of the Company at the date of incorporation of the Company is £1,000 divided into 1,000 ordinary shares of £1 each
- 2 2 Subject to the provisions of these Articles, the directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities (as defined in section 80 of the Companies Act 1985) up to a maximum aggregate nominal amount equal to the nominal amount of the authorised but unissued share capital at the date of incorporation of the Company The authority conferred on the directors by this Article shall expire on the fifth anniversary of the date of incorporation of the Company unless previously revoked, varied or renewed by the Company in general meeting The Company may, before this authority expires, make an offer or agreement which would or might require relevant securities to be allotted after it expires

## 3 **SHARE CERTIFICATES**

Regulation 6 shall apply as if the words "or executed by the Company in the manner expressed by the Act to have the same effect as if executed under the common seal of the Company" were inserted after the word "seal" in the second sentence of that Regulation

## 4 **LIEN ON SHARES**

Notwithstanding anything contained in these Articles, any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or institution or other person to which such shares have been charged or mortgaged, or to any nominee of such bank or institution or other person (a "Secured Institution")

## 5 **TRANSFER OF SHARES AND PRE-EMPTION ON TRANSFER IN RELATION TO SECURITY HELD BY A SECURED INSTITUTION**

- 5 1 The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share to any person Regulation 24 shall not apply
- 5 2 Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration of any transfer of shares where such transfer

5 2 1 is to any bank or institution or other person to which such shares have been

charged or mortgaged, or to any nominee of such a bank or institution or other person (a "**Secured Institution**"), or

5 2 2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or

5 2 3 is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under its security over the shares,

and the directors shall register any such transfer of shares forthwith following receipt

5 3 Notwithstanding anything to the contrary contained in these Articles, no transferor or proposed transferor of any shares in the Company 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 referred to in Articles 5 2 to 5 2 3 inclusive to the members for the time being of the Company or any of them, and no such member shall have any right under the Articles or under any agreement or otherwise to require those shares to be offered to or transferred to it whether for consideration or not

## **6 PROCEEDINGS AT GENERAL MEETINGS**

6 1 No business shall be transacted at any general meeting (or at any adjourned general meeting) unless a quorum is present Subject to Article 6 3, a quorum shall be any two members present (in the case of an individual) in person or by proxy or (in the case of a company) by duly authorised representative or by proxy Regulation 40 shall not apply

6 2 If a quorum is not present within 30 minutes from the time appointed for any adjourned general meeting, the general meeting shall be dissolved

6 3 If, and for so long as, the Company has only one member, that member present (in the case of an individual) in person or by proxy or (in the case of a company) by duly authorised representative or by proxy shall be a quorum

6 4 Regulation 46 shall be amended so that the words "at the meeting" in paragraphs (c) and (d) are deleted and replaced by the words "on the resolution" in both cases

## **7 VOTES OF MEMBERS**

7 1 Regulation 56 shall be amended

7 1 1 in the first sentence to insert the words "written resolution or at a general meeting on a" before the words "show of hands or on a poll",

7 1 2 in the first sentence, to insert the words "on a show of hands or" before the words "on a poll, vote by proxy ",

7 1 3 in the second sentence, to insert the words "in relation to that meeting" before the words "is specified in accordance with these Articles "

7 2 Regulations 57 and 59 shall not apply

7 3 Any appointment of a proxy and any authority under which it is executed or a copy of such authority certified notanally or in some other way approved by the directors may

7 3 1 in the case of an appointment in hard copy form be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or

7 3 2 in the case of an appointment sent by electronic means where an address has been given by the Company

7 3 2 1 in the notice calling the meeting, or

7 3 2 2 in any form of proxy sent out by the Company in relation to the meeting, or

7 3 2 3 in any invitation to appoint a proxy issued by the Company in relation to the meeting,

be received at that address (subject to any conditions or limitations specified in the notice) at any time before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or

7 3 3 in the case of a poll taken after the date of the meeting or adjourned meeting, be deposited or received as aforesaid at any time before the time appointed for the taking of the poll

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid

Any valid appointment of proxy shall, unless stated to the contrary in it, be valid both for the relevant meeting and for any adjournment of that meeting

In this Article 7 3 and Regulation 63, "address" includes a number or address used for the purposes of sending or receiving documents or information by electronic means

7 4 Regulation 62 shall not apply Regulation 63 shall apply as if the words "contained in an electronic communication" were deleted and replaced by the words "sent by electronic means"

## 8 NUMBER OF DIRECTORS

Unless and until otherwise determined by ordinary resolution, the number of the directors (other than alternate directors) shall not be subject to any maximum, and the minimum number of directors shall be one Regulation 64 shall not apply

## **9 ALTERNATE DIRECTORS**

- 9 1 Any director (other than an alternate director) may appoint any other director, or any other person who is willing to act, to be an alternate director and may remove from office any alternate appointed by him Regulation 65 shall not apply
- 9 2 An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of directors and committees of directors Regulation 66 shall apply as if the last sentence were deleted
- 9 3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director Regulation 67 shall not apply
- 9 4 Regulation 68 shall apply as if the following words were added at the end of that Regulation "and shall take effect when the notice is received or at any later time specified for the purpose in the notice"
- 9 5 The appointment of an alternate director shall terminate automatically on the happening of any event which, if he were a director, would cause him to vacate his office as a director
- 9 6 A person may be appointed as the alternate director of more than one director, and in those circumstances that alternate director shall be entitled at meetings of the directors or any committee of the directors to one vote in respect of every director by whom he has been appointed in addition to his own vote (if any) as a director Any such person may be counted more than once for the purpose of determining whether or not a quorum is present

## **10 DELEGATION OF DIRECTORS' POWERS**

The directors may delegate any of their powers (with power to sub-delegate) to committees consisting of such individuals (whether directors or not) as they think fit The first sentence of Regulation 72 shall not apply

## **11 APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS**

- 11 1 The directors shall not be subject to retirement by rotation, and Regulations 76 to 79 (inclusive) and the last sentence of Regulation 84 shall not apply
- 11 2 The Company may by ordinary resolution appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director
- 11 3 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors
- 11 4 A director need not hold any shares in the Company to qualify as a director

- 11 5 If, as a result of the death of a sole member of the Company, the Company has no members and no directors, the personal representatives of that deceased member shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to these Articles

## **12 DIRECTORS' APPOINTMENTS AND INTERESTS**

Regulation 85 shall apply as if the word "maternal" were deleted

## **13 DIRECTORS' GRATUITIES AND PENSIONS**

- 13 1 The directors may exercise all the powers of the Company to provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such body corporate, and for any member of his family (including a spouse, former spouse, civil partner or former civil partner), or any person who is or was dependent on him, and may contribute to any fund and pay premiums for the purchase or provision of any such benefit Regulation 87 shall not apply

- 13 2 The directors may exercise any power conferred by the Act to make provision for the benefit of any employees or former employees of the Company or any of its subsidiary undertakings in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary undertaking

## **14 PROCEEDINGS OF DIRECTORS**

- 14 1 Notice of a meeting of the directors may be given to a director either personally or by word of mouth or in hard copy form or by electronic means, or by any other means authorised by the director concerned

- 14 2 Every director shall be given notice of a meeting, including any director who is for the time being absent from the United Kingdom A director may waive notice of any meeting either prospectively or retrospectively The third sentence of Regulation 88 shall not apply

- 14 3 The quorum for the transaction of business of the directors shall be two unless there is a sole director, in which event the sole director shall constitute a quorum The first sentence of Regulation 89 shall not apply

- 14 4 All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or other communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting A director so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and/or be counted in a quorum 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 is located

- 14 5 A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract or transaction or arrangement with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. If he makes that disclosure, a director shall be entitled to vote in respect of that contract or proposed contract or transaction or arrangement or upon any matter arising from it and his vote (if any) shall be counted and he shall be taken into account in ascertaining whether a quorum is present for the purposes of that meeting. Regulations 94, 95 and 97 shall not apply.
- 14 6 If any question arises at any meeting of directors or of a committee of directors as to the right of any director to vote, and that question is not resolved by his voluntarily agreeing to abstain from voting, the question shall be referred to the chairman of the meeting (or, if the director concerned is the chairman, to the other directors at the meeting). The ruling of the chairman in relation to any director other than himself (or, as the case may be, the ruling of the majority of the other directors in relation to the chairman) shall be final and binding. Regulation 98 shall not apply.
- 14 7 If and for so long as there is a sole director, he shall be entitled to exercise all the powers and authorities vested in the directors by these Articles, in which event the provisions of these Articles shall be construed accordingly. A sole director may exercise any such powers and authorities by resolution in writing signed by him.

## **15 OFFICIAL SEAL AND AUTHENTICATION**

- 15 1 The Company may exercise all the powers conferred by the Act with regard to having any official seal, and those powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine.
- 15 2 Any director or the secretary or any person appointed by the directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company, any resolutions of the Company or the board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies of, or extracts from, them as true copies or extracts. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the board or any committee which is certified in accordance with this Article shall be conclusive evidence in favour of a person dealing with the Company upon the faith of that document that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

## **16 ACCOUNTS**

Regulation 109 shall not apply.

**17 CAPITALISATION OF PROFITS**

Regulation 110(c) shall apply as if the words "or ignore fractions altogether" were inserted after the words "distributable under this regulation in fractions"

**18 NOTICES AND COMMUNICATIONS**

- 18 1 Except as otherwise provided in these Articles and subject to Article 18 4, any document or information to be given, sent or supplied under these Articles by the Company shall be given, sent or supplied in any way in which the Company may send or supply documents or information generally to the intended recipient under schedule 5 of the Companies Act 2006 (which may include, without limitation, in hard copy form, in electronic form or by making it available on a website) subject to, and in accordance with, the requirements of that schedule
- 18 2 Except as otherwise provided in these Articles and subject to Article 18 4, any document or information to be given, sent or supplied under these Articles to the Company shall be given, sent or supplied in any way in which documents or information generally may be sent or supplied by the sender to the Company under schedule 5 of the Companies Act 2006 (where the sender is a body corporate) or schedule 4 of the Companies Act 2006 (in all other cases) subject to, and in accordance with, the requirements of schedule 4 or schedule 5 of the Companies Act 2006, as applicable
- 18 3 Articles 18 1 and 18 2 shall apply whether the document or information is authorised or required to be sent or supplied by the Companies Acts or otherwise References in this Article 18 to documents or information being given, sent or supplied by or to the Company include references to documents or information being given, sent or supplied by or to the directors of the Company acting on the Company's behalf
- 18 4 Articles 18 1 and 18 2 shall apply as if schedules 4 and 5 of the Companies Act 2006 required documents and information sent by post to be sent by prepaid first class post or (in the case of a registered address outside the United Kingdom) by prepaid airmail
- 18 5 In the case of joint holders of a share, all notices, documents and information shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and any notices, documents and information so given shall be sufficiently given to all the joint holders 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, documents or information may be given to him, or an address to which notices, documents or information may be sent by electronic means, shall be entitled to have such notices, documents or information given to him at that address
- 18 6 Proof that an envelope containing a notice, document or information was properly addressed, prepaid first class and posted shall be conclusive evidence that the notice, document or information was given Proof that a notice, document or information sent by electronic means was sent or given in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice, document or information was sent or given The board may require authentication of any

document or information given, sent or supplied to the Company in electronic form in such manner as it may determine

18 7 Section 1147 of the Companies Act 2006 shall not apply to documents or information sent by or to the Company for the purposes of the Companies Acts or these Articles

18 8 In this Article 18, "address" includes a number or address used for the purposes of sending or receiving documents or information by electronic means

18 9 Regulations 111, 112 and 115 shall not apply

18 10 Regulation 116 shall apply as if the words "within the United Kingdom" were deleted

18 11 Nothing in these Articles shall affect any legal requirement that any particular notice or other document be served in any particular manner

## **19 INDEMNITIES AND FUNDING OF PROCEEDINGS**

19 1 Subject to the provisions of and so far as may be consistent with the Act

19 1 1 the directors may exercise all the powers of the Company to indemnify any person who is, or was at any time a director of the Company or any of its associated companies, against all liabilities incurred by or attaching to him in connection with his duties, powers or office in relation to any such company of which he is or was a director, to the fullest extent permitted by law,

19 1 2 where the Company or any of its associated companies is or was at any time a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), the directors may exercise all the powers of the Company to indemnify any person who is or was at any time a director of that company against all liabilities incurred by him in connection with that company's activities as trustee of the occupational pension scheme, to the fullest extent permitted by law, and

19 1 3 the directors may exercise all the powers of the Company to provide any director of the Company or of its holding company with funds to meet expenditure incurred or to be incurred by him of the kind referred to in sections 205(1)(a) and 206(a) of the Companies Act 2006 and otherwise take any action to enable any such director to avoid incurring such expenditure, to the fullest extent permitted by law

19 2 Regulation 118 shall not apply

## **20 INSURANCE**

20 1 Without prejudice to Article 19, the directors may exercise all the powers of the Company to purchase and maintain insurance for, or for the benefit of, any person who is or was at any time

20 1 1 a director of any Relevant Company, or

20 1 2 a trustee of any pension fund or retirement, death or disability scheme for the benefit of any employee of any Relevant Company or of any employees' share scheme in which employees of any such Relevant Company are interested,

including (without limitation) insurance against any liability referred to in Article 19 attaching to him in relation to any Relevant Company, or any such pension fund, retirement or other scheme or employees' share scheme

20 2 In Article 20 1, "Relevant Company" means the Company or any other undertaking which is or was at any time

20 2 1 the holding company of the Company, or

20 2 2 a subsidiary of the Company or of such holding company, or

20 2 3 a company in which the Company has an interest (whether direct or indirect)