

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

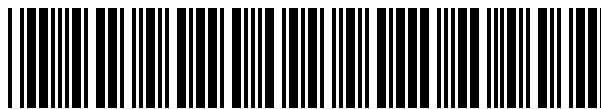
Company Number **14591433**

The Registrar of Companies for England and Wales, hereby certifies that

EPG NEWCO LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **13th January 2023**



N14591433H



Companies House



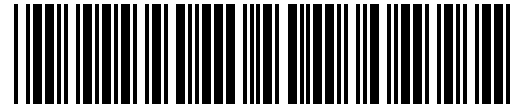
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **13/01/2023**

XBV35M28

Company Name in full:

EPG NEWCO LIMITED

Company Type:

Private company limited by shares

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**WARWICK HOUSE 25-27 BUCKINGHAM PALACE ROAD
LONDON
UNITED KINGDOM SW1W 0PP**

Sic Codes:

64209

Company Director *1*

Company Director 2

Type: **Person**

Full Forename(s): **JOAO VINCENTE GONCALVES**

Surname: **ROSA**

Former Names:

Service Address: **recorded as Company's registered office**

Country/State Usually **ENGLAND**

Resident:

Date of Birth: ****/06/1978** *Nationality:* **PORTUGUESE**

Occupation: **COMPANY DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	100
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	1
<i>Prescribed particulars</i>			

FULL RIGHTS REGARDING VOTING, PAYMENT OF DIVIDENDS AND DISTRIBUTIONS

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	100
		<i>Total aggregate nominal value:</i>	1
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

Name: **LIMERSTON CAPITAL
PARTNERS I GP, LLP**

Class of Shares: **ORDINARY**

Address **WARWICK HOUSE 25-27
BUCKINGHAM PALACE
ROAD
LONDON
UNITED KINGDOM
SW1W 0PP**

Number of shares: **100**

Currency: **GBP**

*Nominal value of each
share:* **0.01**

Amount unpaid: **0**

Amount paid: **0.01**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: **LIMERSTON CAPITAL PARTNERS I GP, LLP**

Service Address: **WARWICK HOUSE 25-27 BUCKINGHAM PALACE ROAD
LONDON
UNITED KINGDOM
SW1W 0PP**

Legal Form: **LIMITED LIABILITY PARTNERSHIP**

Governing Law: **LIMITED LIABILITY PARTNERSHIPS ACT 2000**

Register Location: **UK REGISTER OF COMPANIES**

Country/State: **UNITED KINGDOM**

Registration Number: **OC401165**

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **LIMERSTON CAPITAL PARTNERS I GP, LLP**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of EPG NEWCO LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication
LIMERSTON CAPITAL PARTNERS I GP, LLP	Authenticated Electronically

Dated: 13/01/2023

THE COMPANIES ACT 2006
A PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
EPG NEWCO LIMITED

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PRELIMINARY

1. MODEL ARTICLES

- 1.1 The articles of association of the Company (the “**Articles**”) shall comprise the provisions contained herein together with the provisions contained in the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date on which the Company was incorporated (the “**Model Articles**”), save insofar as they are excluded or modified by, or are inconsistent with, the provisions contained herein.
- 1.2 The whole of Model Articles 10, 11, 13, 14, 21, 38, 42, 44, 46, 52 and 53, paragraph (4) of Model Article 26, and paragraphs (5), (6) and (7) of Model Article 30 shall not apply to the Company.
- 1.3 Model Article 20 shall be amended by the insertion of the words “and the company secretary (if any)” before the words “properly incur”.
- 1.4 In Model Article 25(2)(c), the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”.
- 1.5 In Model Article 30(4), the words “the terms on which shares are issued” shall be deleted and replaced with “the rights attached to any shares”.
- 1.6 In Model Article 32(a), the words “the terms on which the share was issued” shall be deleted and replaced with “the rights attached to the share”.
- 1.7 Model Article 44(3) shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that Model Article.
- 1.8 Except as stated in this Article 1, no other regulations or model articles contained in any statute or subordinate legislation, including regulations contained in the Model Articles, apply as the articles of association of the Company.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In addition to terms defined elsewhere in these Articles, the following words and expressions have the meanings given to them below:

“**Act**” means the Companies Act 2006;

“**Board**” means the board of directors of the Company (or any duly authorised committee thereof) from time to time;

“**Business Day**” means any day other than a Saturday, Sunday or English bank or public holiday;

“**Company**” means EPG Newco Limited;

“**Conflict**” means a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

“**Controlling Shareholder**” means a registered holder for the time being of not less than 75% in nominal value of the equity share capital of the Company from time to time;

“**Director**” means a director of the Company from time to time;

“Eligible Director” means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter);

“Financial Institution” as given in Article 20.1;

“Group” means the Company and any company which is a subsidiary undertaking of the Company from time to time; and references to **“Group Company”** and **“members of the Group”** shall be construed accordingly;

“In Electronic Form” means in a form specified by section 1168(3) of the Act and otherwise complying with the requirements of section 1168 of that Act;

“Interested Director” as given in Article 13.1;

“Share” means any share in the capital of the Company from time to time;

“Shareholder” means any holder of any share from time to time;

“Shareholder Communication” means any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons;

“Statutes” means the Act and the Electronic Communications Act 2000 (including any subordinate legislation made under them); and

“Subsidiary” as given in Article 2.6.

2.2 Unless expressly provided otherwise in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles. The final paragraph of Model Article 1 shall not apply to the Company.

2.3 Unless the context otherwise requires, references in these Articles to;

- (a) any of the masculine, feminine and neuter genders shall include other genders;
- (b) the singular shall include the plural and vice versa;
- (c) a person shall include any person, individual, firm, company, corporation, government, state or agency of a state or any undertaking (within the meaning of section 1161(1) of the Companies Act 2006) or other association (whether or not having separate legal personality) or any two or more of the foregoing;
- (d) the **“transfer”** or sale of a Share shall mean the transfer or sale of either or both of the legal and beneficial ownership in such Share and/or the grant of an option to acquire either or both of the legal and beneficial ownership in such Share and the following shall be deemed (but without limitation) to be a transfer of a Share:
 - (i) any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than himself;
 - (ii) any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached to it) and whether or not by the registered

holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing; and

- (iii) any grant of a legal or equitable mortgage or charge over any Share;
 - (e) any statute or statutory provision or any document, agreement or instrument shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated, re-enacted (if applicable) or replaced, but excludes any re-enactment or modification after the date of these Articles to the extent they make any party's obligations more onerous or otherwise adversely affect the rights of any party; and
 - (f) any time or date is a reference to the time or date prevailing in London and, for the avoidance of doubt, any reference to a day that is not a Business Day shall mean a calendar day.
- 2.4 The headings in these Articles are for convenience only and shall not affect their meaning.
- 2.5 In construing these Articles, “**including**” shall be deemed to mean “**including, without limitation**”, general words introduced by the word “**other**” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- 2.6 A reference to a holding company or subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee.

OBJECTS

3. UNRESTRICTED OBJECTS

Nothing in the Articles shall constitute a restriction on the objects of the Company to do (or omit to do) any act and, in accordance with section 31(1) of the Act, the Company's objects are unrestricted.

DIRECTORS' GENERAL POWERS, DUTIES AND RESPONSIBILITIES

4. DIRECTORS' GENERAL POWERS

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company to such extent and for such duration as a Controlling Shareholder may from time to time by notice in writing to the Company prescribe.

DECISION-MAKING BY DIRECTORS

5. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 5.1 The general rule about decision-making by Directors is that any decision of the Directors must be taken in accordance with this Article or Article 6.

5.2 In the case of an equality of votes at any meeting of the Directors or a committee of the Directors the Chairman shall not have a second or casting vote.

5.3 Questions arising at any meeting of the Directors or of any committee of the Directors shall be decided by a majority of votes.

6. UNANIMOUS DECISION

6.1 A decision of the Directors may take the form of a resolution in writing, copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise indicated agreement in writing.

6.2 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

7. CALLING A DIRECTORS' MEETING

7.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

7.2 Notice of any Directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed to that they should communicate with each other during the meeting.

7.3 Notice of a Directors' meeting must be given to each Director in writing, provided that where all Directors are in attendance at a meeting, notice of that meeting need not have been given in writing.

7.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

8. PARTICIPATION IN DIRECTORS' MEETINGS

8.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting when:

- (a) the meeting has been called and takes place in accordance with the Articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

8.2 In determining whether Directors are participating in a Directors' meeting it is irrelevant where a Director is or how they communicate with each other.

8.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is, in the absence of such a decision, the meeting is deemed to take place at the location from where the Chairman participates.

9. QUORUM FOR DIRECTORS' MEETINGS

- 9.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 9.2 Subject to Article 9.4, the quorum for Directors' meetings is any two Eligible Directors or, where there is only one Director in office for the time being, that Director.
- 9.3 If a quorum is not present at the time for which the meeting was called or ceases to be present thereafter, the meeting (the "**first meeting**") shall be adjourned to a day being no more than 10 days from the date of the first meeting at the same time and place. The Company shall give notice to each Director who did not attend the first meeting requiring him either to attend the adjourned meeting of the Directors or to state in writing his views on the matters to be discussed at that meeting. If any Director having received such notice fails to attend such adjourned meeting those Directors who are present at such adjourned meeting shall constitute a quorum.
- 9.4 For the purposes of any meeting (or part of a meeting) held pursuant to Article 13 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (as defined in Article 5.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

10. CHAIRING OF DIRECTORS' MEETINGS

- 10.1 The Chairman appointed under Article 16 shall chair Directors' meetings.
- 10.2 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors forming a quorum may appoint one of themselves to chair it.

11. RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

DIRECTORS' INTERESTS

12. DIRECTORS' INTERESTS IN RELATION TO TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

- 12.1 Subject to section 177(5) and (6) and section 182(5) and (6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
 - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit, nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 12.2 The provisions of Article 12.1(a) to Article 12.1(f) (inclusive) are subject, where applicable, to any terms and conditions imposed by the directors in accordance with Article 13.3.
- 13. DIRECTORS' CONFLICT OF INTEREST**
- 13.1 The Directors may, in accordance with the requirements set out in this Article 13.1, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 13.2 Any authorisation under this Article 13.2 will be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 13.3 Any authorisation of a Conflict under this Article 13.3 may (whether at the time of giving the authorisation or subsequently) impose on the Interested Director such conditions or limitations, or be granted subject to such terms, as the Directors may think fit for the purposes of dealing with the Conflict and the Interested Director will be obliged to conduct himself in accordance with any such terms and conditions.
- 13.4 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, before such revocation or variation, in accordance with the terms of such authorisation.
- 13.5 A Director, notwithstanding his office, may be a Director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, any member of the Group and no further authorisation under Article 13.1 shall be necessary in respect of any such interest.
- 13.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit that he derives from or in connection with a relationship involving a

Conflict which has been authorised by the Directors in accordance with these Articles, by the Company or by these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

APPOINTMENT, REMOVAL AND RENUMERATION OF DIRECTORS

14. NUMBER OF DIRECTORS

The number of Directors (other than Alternate Directors) shall not be subject to any maximum but shall not be less than one. A sole Director shall have all the powers, duties and discretions conferred on or vested in the Directors by these Articles.

15. APPOINTMENT AND REMOVAL OF DIRECTORS

Each of the majority of the Board and a Controlling Shareholder may appoint any number of persons as Directors of the Company (in the case of a Controlling Shareholder, by notice in writing to the Company) and may remove from office any person so appointed and, if desired, appoint another in his place. Each of the Board and a Controlling Shareholder may also remove from office.

16. APPOINTMENT AND REMOVAL OF CHAIRMAN

The Chairman of the Board shall be such Director as may from time to time be nominated as such by the majority of the Board, who may remove such person from office and appoint another in his place

17. FORMALITIES OF APPOINTMENT

Every appointment or removal under Articles 15 and 16 shall take effect on and from the date on which the notice of appointment or removal is lodged at the registered office of the Company or produced at a meeting of the Directors.

18. TERMINATION OF DIRECTORS' APPOINTMENT

18.1 A person ceases to be a Director as soon as:

- (a) he is removed from office in accordance with the provisions of these Articles;
- (b) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- (c) a bankruptcy order is made against that person;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) a registered medical practitioner who has examined him gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or
- (f) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

SHARES

19. ISSUE OF NEW SHARES

The Directors shall not exercise any power over the Company to allot shares or other securities in, or to grant rights to subscribe for, or convert into, shares or other securities of, the Company without the prior written consent of a Controlling Shareholder (if any). Without limitation, the powers of the Directors under section 550 of the Act are limited accordingly.

20. FINANCIAL INSTITUTIONS

Notwithstanding anything contained in the Articles or otherwise:

- 20.1 any pre-emption rights conferred on existing members or any other person by these Articles or otherwise and any other restrictions on or conditions applicable to the transfer of Shares contained in these Articles or otherwise shall not apply to (and the Directors shall not refuse to register, nor suspend registration of) any transfer of Shares where such transfer is:
- (a) in favour of any bank, lender, financial institution or other person (or any affiliate of, or nominee or other entity acting on behalf of, such a bank, lender, financial institution or other person) (a “**Financial Institution**”) to which or whom such Shares are being transferred by way of security (whether such Financial Institution is acting as agent, trustee or otherwise);
 - (b) duly executed by a Financial Institution to which or whom such Shares (including any further Shares in the Company acquired by reason of its holding of such Shares) are to be transferred as aforesaid pursuant to a power of sale or other power under any security document which creates any security interest over such Shares;
 - (c) delivered to the Company for registration by a Financial Institution in order to perfect its security over such Shares; and/or
 - (d) duly executed by a receiver appointed by a Financial Institution pursuant to any security document which creates any security interest over such Shares; and
- 20.2 the Company shall have no lien on any Shares which have been charged by way of security to a Financial Institution.

SHAREHOLDER MEETINGS

21. PROCEEDINGS OF SHAREHOLDERS

- 21.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.
- 21.2 Where the Company has only one shareholder for the time being, one qualifying person (as defined in section 318 of the Act) present at the meeting shall be a quorum. In any other case, the quorum shall be:
- (a) a Controlling Shareholder present in person, by proxy or by authorised representative; or
 - (b) if the Company does not have a Controlling Shareholder for the time being, any two shareholders present in person, by proxy or by authorised representative.

22. PROXIES

- 22.1 Model Article 45(1)(d) shall be deleted and replaced with the words “is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate”.
- 22.2 Model Article 45(1) shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting” as a new paragraph at the end of that Model Article.

MISCELLANEOUS

23. INDEMNITY AND INSURANCE

- 23.1 Subject to, and on such terms as may be permitted by the Act, the Company may;
- (a) indemnify, out of the assets of the Company, any director of the Company or any associated company against all losses and liabilities which he may sustain or incur in the performance of the duties of his office or otherwise in relation thereto;
 - (b) provide a Director with funds to meet expenditure incurred or to be incurred by him:
 - (i) at any time in defending any civil or criminal proceedings brought or threatened against him; or
 - (ii) in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority,

in either case in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Act to enable a Director to avoid incurring such expenditure;
 - (c) provide a director of any holding company of the Company with funds to meet expenditure incurred or to be incurred by him in:
 - (i) defending any civil or criminal proceedings brought or threatened against him; or
 - (ii) defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority,

in either case in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Act to enable such director to avoid incurring such expenditure; and
 - (d) purchase and maintain insurance for any Director or any director of any associated company against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any such associated company.

- 23.2 For the purpose of Article 23.1 above, a company will be “**associated**” with another if one is a subsidiary of the other or both are subsidiaries of the same body corporate as such terms are defined in the Act.

24. NOTICES

- 24.1 Subject to Article 24.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- (b) if sent by fax, at the time of transmission; or
- (c) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- (d) if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
- (e) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (f) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
- (g) if deemed receipt under the previous paragraphs of this Article 24.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

- 24.2 To prove service, it is sufficient to prove that:

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