FILE COPY

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number **12374170**

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

EDGE TECHNOLOGIES UK 1 LTD

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 **20th December 2019**

* N12374170C *

Companies House

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

IN01(ef)

Application to register a company

X8KPL7LV

Received for filing in Electronic Format on the: **20/12/2019**

Company Name in full:	**EDGE TECHNOLOGIES UK 1 LTD**
Company Type:	**Private company limited by shares**
Situation of Registered Office:	**England and Wales**
Proposed Registered Office Address:	**THE SCALPEL 52 LIME STREET LONDON UNITED KINGDOM EC3M 7AF**
Sic Codes:	**68209**

Proposed Officers

Company Director 1

Type:	**Person**
Full Forename(s):	**BERNARD NICOLAAS**
Surname:	**HEERSCHE**
Service Address:	**115 FRED. ROESKESTRAAT AMSTERDAM NOORD-HOLLAND NETHERLANDS 1076 EE**
Country/State Usually Resident:	**NETHERLANDS**

Date of Birth: ****/10/1979** *Nationality:* **DUTCH**

Occupation: **ARCHITECT/
REAL ESTATE
DEVELOPER**

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

Company Director 2

Type: **Person**

Full Forename(s): **ALPHONS BERNARDUS MATHEUS**

Surname: **VAN DORST**

Service Address: **115 FRED. ROESKESTRAAT**
AMSTERDAM
NOORD-HOLLAND
NETHERLANDS 1076 EE

Country/State Usually Resident: **NETHERLANDS**

Date of Birth: ****/09/1986** *Nationality:* **DUTCH**

Occupation: **REAL ESTATE DEVELOPER**

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

Company Director 3

Type: **Person**

Full Forename(s): **MR MATTHEW JOHN**

Surname: **ALLEN**

Service Address: **THE SCALPEL 52 LIME STREET**
LONDON
EC3M 7AF

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/12/1972** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

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

Company Director 4

Type:	**Corporate**
Name:	**PTC DIRECTORS LIMITED**
Principal / Business Address:	**THE SCALPEL 52 LIME STREET LONDON EC3M 7AF**

European Economic Area (EEA) Company

Register Location:	**UNITED KINGDOM**
Registration Number:	**07424793**

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

Company Director 5

Type:	**Corporate**
Name:	**JTC DIRECTORS (UK) LIMITED**
Principal / Business Address:	**THE SCALPEL 52 LIME STREET LONDON EC3M 7AF**

European Economic Area (EEA) Company

Register Location:	**UNITED KINGDOM**
Registration Number:	**05010884**

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

Statement of Capital (Share Capital)

Class of Shares:	**ORDINARY**	*Number allotted*	**1000**
Currency:	**GBP**	*Aggregate nominal value:*	**1000**
Prescribed particulars			

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.

Statement of Capital (Totals)

Currency:	**GBP**	*Total number of shares:*	**1000**
		Total aggregate nominal value:	**1000**
		Total aggregate unpaid:	**0**

Initial Shareholdings

Name:	**EDGE TECHNOLOGIES UK HOLDING 1 S.A R.L.**		
		Class of Shares:	**ORDINARY**
Address	**46 BOULEVARD GRANDE DUCHESSE CHARLOTTE LUXEMBOURG GRAND-DUCHE DE LUXEMBOURG LUXEMBOURG L - 1330**	*Number of shares:*	**1000**
		Currency:	**GBP**
		Nominal value of each share:	**1**
		Amount unpaid:	**0**
		Amount paid:	**1**

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Compliance

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

Name: **EDGE TECHNOLOGIES UK HOLDING 1 S.A R.L.**
Authenticated **YES**

Authorisation

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

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of

EDGE Technologies UK 1 Ltd

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 by each subscriber
EDGE Technologies UK Holding 1 S.a r.l.	EDGE Technologies UK Holding 1 S.a r.l.

Dated 20/12/2019

Company number

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

EDGE TECHNOLOGIES UK 1

(Incorporated on)

BERWIN LEIGHTON PAISNER

Berwin Leighton Paisner LLP
Adelaide House London Bridge London EC4R 9HA
Tel +44 (0)20 3400 1000 Fax +44 (0)20 3400 1111

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Company number

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

EDGE Technologies UK 1 Ltd (the "Company")

(Incorporated on)

1 **PRELIMINARY**

1.1 These Articles, together with the articles contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (" **Model Articles**") shall be the Articles of Association of the Company (the "**Articles**") save insofar as the Model Articles are excluded or varied hereby. The following articles in the Model Articles shall not apply to the Company: 7(1) (*directors to take decisions collectively*), 8 (*unanimous decision*), 9(3) and (4) (*calling a directors' meeting*), 10(1) and (2) (*participation in directors' meetings*), 11 (*quorum for directors' meetings*), 13 (*casting vote*), 14 (*conflicts of interest*), 17(2) (*methods of appointing* directors), 21 (*all shares to be fully paid up*), 45(1)(d) (*content of proxy notices*), 52 (*indemnity*) and 53 (*insurance*).

1.2 The Company is a private limited company and accordingly, subject to the Statutes, no securities of the Company shall be offered to the public (whether for cash or otherwise) and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any securities of the Company with a view to all or any of those securities being offered to the public.

1.3 In these Articles terms defined in the Model Articles which are not otherwise defined in these Articles shall have the same meaning in these Articles unless the contrary intention appears.

1.4 In these Articles:

"**A Director**" means a director who is an employee or Associated Company of OVG Real Estate B.V., appointed by the Shareholder under Article 8.3.

"**appropriate rate**" has the meaning given to it in section 592 of CA2006.

"**Associated Company**" means a company or other body corporate which is (or where the context admits, was at any relevant time) associated with the Company for the purposes of section 256 of CA2006.

"**B Director**" means a director who is an Associated Company of JTC Group plc or a director who is an employee of an Associated Company of JTC Group plc, appointed by the Shareholder under Article 8.3.

"**Business**" means

"**business day**" means a day (except a Saturday or Sunday) on which banks in the City of London are open for business.

"**CA2006**" means the Companies Act 2006.

"**clear days**" means, in relation to the period of a notice or other communication, that period excluding the day on which the notice or other communication is given and the day on which it is to take effect.

"**electronic form**" has the meaning given to it in section 1168(3) of CA2006.

"**electronic means**" has the meaning given to it in section 1168(4) of CA2006.

"**Eligible A Director**" means an A Director who would be entitled to vote on the matter at a meeting of directors (but excluding any A Director whose vote is not to be counted in respect of the particular matter).

"**Eligible B Director**" means a B Director who would be entitled to vote on the matter at a meeting of directors (but excluding any B Director whose vote is not to be counted in respect of the particular matter).

"**Eligible Director**" means any Eligible A Director or Eligible B Director (as the case may be).

"**equity securities**" has the meaning given to it in section 560(1) of CA2006.

"**hard copy form**" has the meaning given to it in section 1168(2) of CA2006.

"**Model Articles**" means the articles contained in Schedule 1 to the Companies (Model Articles) Regulations 2008.

"**Quarter**" means each quarter (being a three month period) within a financial year.

"**Shareholders**" means the holders for the time being of all the Shares in the Company and **"Shareholder"** means any of them.

"Shares" means the 1000 ordinary shares of £1.00 each in the capital of the Company.

"**Statutes**" means CA2006 and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under CA2006.

1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision includes a reference to:

(a) any statutory modification, consolidation or re-enactment of it to the extent in force from time to time;

(b) all statutory instruments or subordinate legislation (as defined in section 21(1), Interpretation Act 1978) or orders from time to time made under it; and

(c) any statute or statutory provision of which it is a modification, consolidation or re-enactment.

1.6 Any reference to:

(a) a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated);

(b) an individual includes, where appropriate, his personal representatives;

(c) the singular includes the plural and vice versa; and

(d) one gender includes all genders.

1.7 Headings to these Articles are inserted for convenience only and shall not affect their construction.

1.8 Unless expressly provided otherwise, any words and expressions defined in the Statutes (as in force on the date of adoption of these Articles) shall have the same meanings in these Articles.

2 SHARES

2.1 Sections 561 and 562 of CA2006 shall not apply to the allotment of equity securities in the Company.

2.2 Shares may be issued as nil paid, partly paid or fully paid.

2.3 Article 24(2)(c) of the Model Articles shall be amended by the deletion of the words "that the shares are fully paid" and the insertion of the words "the extent to which the shares are paid up".

2.4 The Company may purchase its own shares with cash in accordance with and subject to section 692(1) of CA2006.

2.5 The directors may require, as a pre-condition of the allotment or registration of the transfer of any shares, that the allottee or transferee (as the case may be) provide such information as the Company may reasonably require in order to make any requisite entries on the PSC Register.

3 LIENS

3.1 The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares standing registered in the name of any member whether solely or one of two or more joint holders for all monies presently payable by him or his estate to the Company; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article 3 (*Liens*). The Company's lien, if any, on a share shall extend to all distributions and other monies or property attributable to it.

3.2 The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the shares or to a transmittee, demanding payment and stating that if the notice is not complied with the shares may be sold.

3.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase monies and the title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings connected with the sale.

3.4 The net proceeds of the sale, after payment of the costs, shall be applied in or towards satisfaction of the amount due and payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any monies not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

4 CALLS AND FORFEITURE

4.1 Subject to the terms of allotment, the directors may make calls upon the members in respect of any monies unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least 14 clear days' notice specifying when and where the payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or in part.

4.2 A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the share in respect of which the call was made.

4.3 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

4.4 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

4.5 If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the rate not exceeding the appropriate rate as the directors may determine, but the directors may waive payment of such interest wholly or in part.

4.6 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.

4.7 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.

4.8 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than seven clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

4.9 If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all distributions and other monies or property attributable to it and not paid before the forfeiture.

4.10 Unless the directors otherwise decide, a member shall not be entitled to vote, either in person or by proxy, at any general meeting or at any separate general meeting of the holders of any class of shares in the Company in respect of any share held by him unless all calls and other sums payable by him in respect of that share have been paid.

4.11 The directors may accept a surrender of any share liable to be forfeited.

4.12 A forfeited or surrendered share shall become the property of the Company and, subject to the Statutes, may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture or surrender the holder or to any other person and whether with or without all or any part of the amount previously paid up on the share being credited as so paid up.

4.13 At any time before sale, re-allotment or other disposal, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.

4.14 A statutory declaration by a director or the secretary that a share has been forfeited or surrendered on a specified date shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts stated in it and shall (subject to the execution of any necessary transfer) constitute a good title to the share. The new holder of the share shall not be bound to see to the application of the consideration for the disposal (if any); nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings connected with the forfeiture, surrender, sale, re-allotment or disposal of the share.

4.15 A person, any of whose shares have been forfeited or surrendered, shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited or surrendered, but shall remain liable to pay to the Company all monies which at the date of forfeiture or surrender were payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those monies before the forfeiture or surrender, or, if no interest was so payable, at the rate not exceeding the appropriate rate as the directors may determine from the date of forfeiture or surrender until payment. The directors may waive payment of such monies wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or for any consideration received on their disposal.

5 CAPITALISATION OF PROFITS

Article 36.4 of the Model Articles shall be amended by inserting the phrase "in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or" after the words "may be applied".

6 **DIVIDENDS**

6.1 Except as otherwise provided by these Articles or the rights attached to shares, all dividends must be:

(a) declared and paid according to the amounts paid up on the shares on which the dividend is paid; and

(b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

6.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

6.3 For the purposes of calculating the dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

7 **DEPOSIT OF PROXY**

7.1 A proxy notice shall be 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 to which it relates.

7.2 A proxy notice which is not delivered in accordance with Article 7.1 shall be invalid.

8 **DIRECTORS**

Quorum for directors' meetings

8.1 The quorum for the transaction of the business of the directors shall be one A Director and one B Director, except where there is only a sole director in office in which case such sole director may act for all purposes and exercise all the powers of the Company. A person who holds office only as an alternate director shall, if he is present but his appointor is not, be counted in the quorum for the transaction of the business of the directors.

Appointment and Removal of directors

8.2 Unless otherwise determined by special resolution, the minimum number of directors is one A Director and one B Director.

8.3 The Shareholder may appoint up to 2 persons as A Directors and up to 3 persons as B Directors.

8.4 Any A Director or B Director may at any time be removed from office by the Shareholder.

8.5 The A Directors and the B Directors shall be the only directors of the Company.

8.6 An appointment or removal of a director under Article 8.4 effected by giving notice in writing to the Company and shall take effect on receipt, or if later, from the date and time stated in the notice. Any Shareholder removing a Director appointed by it from office shall be responsible for and shall indemnify the other Shareholder and the Company from and against any loss, liability or cost that either of them suffers or incurs as a result of or in connection with a claim by the Director for unfair or wrongful dismissal.

8.7 Neither the Company in general meeting nor the directors have any power to fill a vacancy in the number of directors.

8.8 A director shall be entitled to disclose to the member who appoints him and its funders and their respective advisers any information relating to the Company or its business which he has obtained in his capacity as a director but if any such information is confidential it shall not be disclosed by any of them to any third party without the prior authority of the directors.

Directors' interests and voting

8.9 A director who declares his interest in the manner provided by CA2006 may vote as a director in regard to any transaction or arrangement with the Company in which he is interested, directly or indirectly, (including, but without prejudice to the generality of the foregoing, any contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy in which he is in any way interested) or upon any matter arising in relation to it and, if he shall so vote, his vote shall be counted and he shall be counted in the quorum when any such transaction or arrangement is under consideration.

Decision-making by directors

8.10 Decisions of the Board shall be decided by simple majority vote.

8.11 The directors may delegate any of their powers to a committee which includes at least one A Director and one B Director. Any such delegation shall be on such terms and conditions as the directors may think fit.

8.12 A resolution in writing signed by all the directors entitled to notice of a meeting of the directors or (as the case may be) of a committee of directors and who are entitled to attend such meeting and vote on such resolution shall be as valid and effective as if it had been passed at a meeting of the directors or (as the case may be) of a committee of directors duly called and constituted. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the directors concerned. For this purpose a resolution:

(a) may be constituted by an instrument in hard copy or electronic form sent to such address (if any) as may for the time being be notified by the Company for that purpose; and

(b) may consist of several instruments each executed by one or more directors, each sent by one or more directors, or a combination of both and a resolution that is executed by an alternate director need not also be executed by his appointor.

8.13 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit.

Quorum for Board meetings

8.14 The quorum for the transaction of the business of the directors (including any adjourned meeting) is two directors including one Eligible A Director (or his alternate) and one Eligible B Director (or his alternate). A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

8.15 If a quorum is not present within half an hour from the time set for a meeting of the Board or if during the meeting a quorum ceases to be present, the Company shall immediately give notice by email to the Directors and the meeting shall be adjourned to a date not more than five Business Days after the date set for the meeting at the same time and place. If at the adjourned meeting a quorum is not present within half an hour from the time set for the meeting, or if during the meeting a quorum ceases to be present, the quorum at that meeting shall be any two Directors.

8.16 Notice of a board meeting shall be given to each director and shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in hard copy form to him at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose. A director absent or intending to be absent from the United Kingdom may request to the board that notices of board meetings shall during his absence be sent in hard copy or electronic form to him (or to his alternate) at an address given by him to the Company for this purpose, but if no such request is made it shall not be necessary to give notice of a board meeting to 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.

8.17 Directors or, if appropriate, their alternates may participate in or hold a meeting of directors or of a committee of directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; participation by such means shall be deemed to constitute presence in person and business so transacted shall be as effective for all purposes as that of a meeting of the directors or (as the case may be) of a committee of the directors duly convened and held with such directors physically present.

Calling a Board meeting

8.18 Unless otherwise agreed by an A Director and a B Director:

(a) Board meetings shall be held in London at least once every Quarter;

(b) no matter which is not included in reasonable detail in the agenda for a meeting of the Board may be decided upon at that meeting;

(c) Edge Technologies and/or JTC (as the case may be) shall provide assistance to the Board so that an agenda identifying in reasonable detail matters to be discussed and/or decided upon by the Board at the meeting and any relevant documents can be prepared and distributed in advance of the meeting to all Directors and their alternates so as to ensure that they are received at least 10 Business Days prior to the date fixed for the meeting, unless the meeting is a non-ordinary course meeting which has been convened by a B Director, in which case such B Director shall be responsible for distributing an agenda in accordance with this Article 8.18;

(d) no meeting of the Board may be convened on notice of less than 5 Business Days unless otherwise agreed by all the Directors; and

(e) the Board shall procure that each Director shall receive a copy of the minutes of each meeting within 14 days of the meeting.

8.19 Notice of a Board meeting shall be given to each director and shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in hard copy form to him at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose. A director absent or intending to be absent from the United Kingdom may request to the Board that notices of Board meeti ngs shall during his absence be sent in hard copy or electronic form to him (or to his alternate) at an address given by him to the Company for this purpose, but if no such request is made it shall not be necessary to give notice of a Board meeting to 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.

8.20 Directors or, if appropriate, their alternates may participate in or hold a Board meeting or of a committee meeting of directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; participation by such means shall be deemed to constitute presence in person and business so transacted shall be as effective for all purposes as that of a meeting of the directors or (as the case may be) of a committee of the directors duly convened and held with such directors physically present.

8.21 The Company will reimburse each director for the reasonable out of pocket expenses incurred by such director in respect of attending Board meetings or carrying out authorised business of the Company.

Chairman's casting vote at directors' meetings

8.22 In the case of an equality of votes, the chairman shall not have a second or casting vote.

Termination of director's appointment

8.23 In addition to the events terminating a director's appointment set out in the Model Articles, article 18, a person ceases to be a director as soon as that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.

9 ALTERNATE DIRECTORS

9.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. An alternate director may exercise the powers and carry out the responsibilities of his appointor in relation to the taking of decisions by the directors, in the absence of his appointor.

9.2 Any appointment or removal of an alternate director shall be by notice in writing signed by the appointor or in any other manner approved by the directors and shall be effective upon receipt by the secretary or the chairman or at the registered office of the Company.

9.3 An alternate director shall be entitled to receive notice of all meetings of the board and of all meetings of committees of which the director appointing him is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at the meeting the provisions of these Articles shall apply as if he were a director.

9.4 Every person acting as an alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the provisions of these Articles relating to directors and shall alone be responsible to the Company for his acts and defaults. The provisions of Article 13.1, Article 13.2 and Article 13.3 shall apply to an alternate director to the same extent as to a director but an alternate director shall not be entitled to receive from the Company any remuneration for serving as an alternate director.

9.5 Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present.

9.6 Any person appointed as an alternate director shall vacate his office as alternate director if the director by whom he has been appointed vacates his office as director (otherwise than by retirement at a general meeting of the Company at which he is re-elected) or removes him by notice to the Company or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office.

10 SECRETARY

Subject to the provisions of CA2006, the secretary, if any, shall be appointed by the directors for such term, at such remuneration and upon such conditions as they think fit and any secretary may be removed by the directors.

11 NOTICES

11.1 A notice or other document or information which is sent by the Company by post (whether in hard copy or electronic form) shall be deemed to have been given or sent on the business day after the day when it was put in the post (or, where second-class post is employed, on the second business day after the day when it was put in the post). Proof that an envelope containing the notice or other document or information was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other document or information was given or sent.

11.2 Any notice or other document or information not sent by post but left at a registered address or address for service in the United Kingdom shall be deemed to have been served on the day on which it was left.

11.3 A notice or other document or information which is sent by the Company by electronic means and which the Company is able to show was properly addressed shall be deemed to have been given or sent on the day on which it was so sent. A notice or other document or information sent in electronic form to the Company shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

11.4 If on two consecutive occasions the Company has attempted to send or supply notices or other documents or information by electronic means to an address for the time being notified to the Company by a member for that purpose but the Company is aware that there has been a failure of delivery of such notice or other document or information, then the Company shall thereafter send or supply the notice or other document or information through the post to such member at his registered address. For this purpose a failure of delivery is when a notice or other document or information sent by electronic means is returned undelivered to the Company or its agent with a message stating that delivery was unsuccessful from the address to which it was sent.

11.5 A notice or other document or information which is supplied by the Company by means of a website shall be deemed to have been given or sent when it was first made available on the website or, if later, when the recipient was given or was deemed to have been given notice of the fact that the relevant notice, document or information was available on the website.

12 COMMUNICATIONS WITH JOINT HOLDERS OF A SHARE

12.1 In the case of joint holders of a share, the Company shall treat as the only member entitled to receive notices or other documents or information from the Company in respect of the joint holding (whether such documents or information are required to be sent or supplied by the Statutes or otherwise) the joint holder whose name appears first in the register in respect of the joint holding.

12.2 Anything to be agreed or specified by the holder of a share which is held in joint names must be agreed or specified by the holder whose name appears first in the register in respect of the joint holding and the other joint holder or holders shall be deemed to be bound thereby.

13 INDEMNITY AND INSURANCE

13.1 Subject to the provisions of and so far as may be permitted by and consistent with the Statutes, each current or former director or other officer (other than an auditor) of the Company or any Associated Company may be indemnified out of the assets of the Company against:

(a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company other than, in the case of a current or former director:

(i) any liability to the Company or any Associated Company; and

(ii) any liability of the kind referred to in sections 234(3) of CA2006;

(b) any liability incurred by or attaching to him in connection with the activities of the Company or any Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of CA2006) other than a liability of the kind referred to in section 235(3) of CA2006; and

(c) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers.

For the purpose of this Article 13 (*Indemnity and insurance*), references to "**liability**" shall include all costs and expenses incurred by the current or former director or other officer (other than an auditor) in relation thereto.

13.2 Subject to the provisions of and so far as may be permitted by the Statutes, the directors may exercise all the powers of the Company to:

(a) provide any current or former director or other officer (other than an auditor) of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings 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, or in connection with any application for relief under the provisions mentioned in section 205(5) of CA2006; and

(b) do anything to enable any such person to avoid incurring such expenditure,

but so that the terms set out in section 205(2) of CA2006 shall apply to any such provision of funds or other things so done. For the purpose of this Article 13 (*Indemnity and insurance*) references to "**director**" in section 205(2) of CA2006 shall be deemed to include references to a former director or other officer (other than an auditor) of the Company.

13.3 Without prejudice to Article 13.1, the directors may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability or expense incurred by him in relation to the Company or any Associated Company or any third party in respect of any act or omission in the actual or purported discharge of the duties of the relevant office concerned or otherwise in connection with the holding of that relevant office and for this purpose "**relevant office**" means that of director or other officer (other than an auditor) of the Company or any company which is or was an Associated Company or any predecessor in business of the Company or of any Associated Company or that of trustee of any pension fund or retirement, death or disability scheme or other trust for the benefit of any officer or former officer (other than an auditor) of the Company or any Associated Company or of any such predecessor in business or their respective dependants.