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Company number: SC135801

The Companies Act 2006

Private Company Limited by Shares

Written Resolutions of

Procladd (Scotland) Limited (the "Company")

Circulation date: **8 MARCH 2017**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose that the following written resolutions (the "**Written Resolutions**") be passed as special resolutions as detailed below:

Special Resolutions

- 1 That, subject to the passing of resolutions 2 and 3, the new articles of association ("**New Articles**") in the form of the annexed draft, initialled for the purposes of identification, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.
- 2 That, subject to the passing of resolution 1, article 2.2 of the New Articles shall be disappled in respect of resolution 3.
- 3 That, subject to the passing of resolutions 1 and 2:
 - 3.1 2 ordinary shares of £1.00 each in the issued share capital of the Company, which are held by Keith Burrell, shall be re-classified as A Shares (as defined in the New Articles and such shares having the rights and being subject to the restrictions set out in the New Articles);
 - 3.2 2 ordinary shares of £1.00 each in the issued share capital of the Company, which are held by Keith Burrell, shall be re-classified as B Shares (as defined in the New Articles and such shares having the rights and being subject to the restrictions set out in the New Articles);
 - 3.3 2 ordinary shares of £1.00 each in the issued share capital of the Company, which are held by Keith Burrell, shall be re-classified as C Shares (as defined in the New Articles and such shares having the rights and being subject to the restrictions set out in the New Articles).

Agreement

- 1 Please read the notes at the end of this document before signifying your agreement to the Written Resolutions.
- 2 The undersigned, being the members of the Company entitled to vote on the Written Resolutions on the circulation date, hereby irrevocably agree to the Written Resolutions.

Signed by

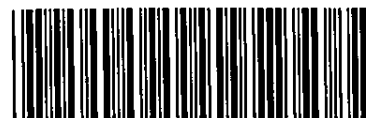
Keith William Burrell

Date:

8th March 2017



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Notes

1. You may agree with all of the Written Resolutions or none of the Written Resolutions, but you cannot agree to some of the Written Resolutions. If you agree with the Written Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - By hand: delivering the signed copy to The Directors, Procladd (Scotland) Limited, 8 Candymill Lane, Bothwell Bridge Business Park, Hamilton, Lanarkshire ML3 0FD; or
 - By post: returning the signed copy by post to The Directors, Procladd (Scotland) Limited, 8 Candymill Lane, Bothwell Bridge Business Park, Hamilton, Lanarkshire ML3 0FD.

If you do not agree to the Written Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
2. Once you have indicated your agreement to the Written Resolutions, you may not revoke your agreement.
3. Unless by 28 days from the date of this notice sufficient agreement has been received for the Written Resolutions to pass, they will lapse. If you agree to the Written Resolutions, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing the document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Company Number: SC135801

The Companies Act 2006

Private Company Limited by Shares

Articles of Association

of

Procladd (Scotland) Limited (the "Company")

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

"**A Share**" means a share of £1.00 in the capital of the Company designated as an A Share;

"**Act**" means the Companies Act 2006;

"**Alphabet Shares**" means the A Shares, B Shares and C Shares;

"**Appointor**" has the meaning given in article 16.1;

"**Articles**" means the Company's articles of association for the time being in force;

"**Available Profits**" means profits available for distribution within the meaning of part 23 of the Act;

"**B Share**" means a share of £1.00 in the capital of the Company designated as a B Share;

"**Business Day**" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in Glasgow are generally open for business;

"**C Share**" means a share of £1.00 in the capital of the Company designated as a C Share;

"**Compulsory Transfer Notice**" has the meaning given in article 5.1;

"**Conflict**" has the meaning given in article 12.1;

"**Continuing Shareholders**" has the meaning given in article 6.1;

"**Drag Along Notice**" has the meaning given in article 6.1;

"**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);

"**Encumbrance**" means any interest of any person (including any right to acquire, option or right of pre-emption) or any standard security, mortgage, charge (fixed or floating), pledge, lien, assignation, hypothec, security interest, title retention or any other security or preferential agreement or arrangement having similar effect (or any agreement or commitment to create any of them);

"Financial Year" means an accounting reference period (as defined in section 391 of the Act) of the Company;

"Interested Director" has the meaning given in article 12.1;

"Model Articles" means 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 of adoption of these Articles;

"Ordinary Share" means a share of £1.00 in the capital of the Company designated as an Ordinary Share;

"Parent" has the meaning given in article 23.1;

"Relevant Alphabet Shareholder" has the meaning given in article 5.1;

"Relevant Loss" has the meaning given in article 25.2.1;

"Relevant Officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor;

"Sellers" has the meaning given in article 6.1;

"Third Party" has the meaning given in article 6.1;

"Transfer Notice" has the meaning given in article 6.1; and

"Transmittee" has the meaning given in article 5.1.2.

- 1.2 Save as otherwise specifically provided 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.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **"article"** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

- 1.8 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 26(5), 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.9 Article 7 of the Model Articles shall be amended by:
- 1.9.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
- 1.9.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 1.11 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 15," after the word "But".
- 1.12 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".
- 1.13 Articles 31.1(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".
- 1.14 Article 44(3) of the Model Articles 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 article.
- 1.15 Article 45(1)(d) of the Model Articles 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".
- 1.16 Article 45(1) of the Model Articles 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 article.

2 Share capital

- 2.1 Except as otherwise provided in these Articles, the Ordinary Shares, A Shares, B Shares and C Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 2.2 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class.
- 2.3 On the transfer of any share as permitted by these Articles:
- 2.3.1 a share transferred to a non-shareholder shall remain of the same class as before the transfer; and
- 2.3.2 a share transferred to an existing shareholder shall automatically be re-designated on transfer as a share of the same class as those shares already held by the existing shareholder.

If no shares of a class remain in issue following a re-designation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meetings or votes to be cast by, shareholders of that class.

- 2.4 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

3 Dividend rights

- 3.1 In respect of any Financial Year, the Available Profits of the Company may be used to pay dividends. If dividends are to be paid, they shall be paid as provided for in this article 3.

- 3.2 The eligible directors of the Company may recommend, and the Company may determine, that a dividend of:

3.2.1 all, or part of, the Available Profits shall be declared on the Ordinary Shares to the exclusion of a dividend on the A Shares, B Shares and C Shares, or on any one or more of those share classes;

3.2.2 all, or part of, the Available Profits shall be declared on the A Shares to the exclusion of a dividend on the Ordinary Shares, B Shares and C Shares, or on any one or more of those share classes;

3.2.3 all, or part of, the Available Profits shall be declared on the B Shares to the exclusion of a dividend on the Ordinary Shares, A Shares and C Shares, or on any one or more of those share classes; and

3.2.4 all, or part of, the Available Profits shall be declared on the C Shares to the exclusion of a dividend on the Ordinary Shares, A Shares and B Shares, or on any one or more of those share classes.

- 3.3 Subject to the Act, the eligible directors may pay interim dividends provided that the Available Profits of the Company justify the payment.

- 3.4 Each dividend shall be distributed to the appropriate shareholders pro rata according to the number of shares held by them respectively and shall accrue daily (assuming a 365 day year) as well after as before the commencement of a winding up. All dividends are expressed net and shall be paid in cash.

4 Transfer of Shares

- 4.1 In these Articles, a reference to the transfer of a share shall include, without limitation:

4.1.1 a transfer;

4.1.2 the creation of any Encumbrance;

4.1.3 any sale or other disposition; and

4.1.4 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 and/or issued to some person other than himself,

in each case whether in relation to the whole or any part of an interest (whether legal or beneficial), including any voting right attached thereto, in a share, whether by the registered holder thereof, whether or not for consideration or otherwise and whether or not effected by an instrument in writing.

4.2 No shareholder, nor any transmittee of a shareholder, may transfer a share in the capital of the Company, and the directors of the Company shall not register a transfer of a share in the capital of the Company, in each case except:

4.2.1 with the prior written consent of a member or members holding a majority in nominal value of the issued Ordinary Shares;

4.2.2 in accordance with article 5; or

4.2.3 in accordance with article 6.

4.3 The directors must register any duly stamped transfer made in accordance with these Articles but shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.

5 Compulsory transfers of Shares

5.1 In the event that:

5.1.1 a member or members holding a majority in nominal value of the issued Ordinary Shares, by written notice to the Company and the holder(s) of any of the Alphabet Shares, gives notice that such holder(s) shall transfer all of the Alphabet Shares in their name;

5.1.2 any person(s) (the "**Transmittee**") become(s) entitled to any of the Alphabet Shares by reason of transmission;

5.1.3 a holder of any of the Alphabet Shares:

5.1.3.1 makes an arrangement or composition with his creditors;

5.1.3.2 convenes a meeting of his creditors, or takes any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally;

5.1.3.3 or any third party, petitions for, or otherwise takes steps to seek, the bankruptcy or sequestration of that shareholder;

5.1.3.4 has any holder of Encumbrance or person entitled to enforce diligence take possession of, over or in relation to, all or any material part of his assets;

5.1.3.5 suffers an event analogous to any of the above events in any jurisdiction in which he is resident, carries on business or has assets; and/or

5.1.3.6 lacks capacity (as defined in the Adults with Incapacity (Scotland) Act 2000) to make decisions in relation to the Company or his shareholding;

then the holder of the Alphabet Shares to which the events listed in this article 5.1 relate (the "**Relevant Alphabet Shareholder**") shall be deemed to have given the Company an unconditional and irrevocable notice offering to sell all (but not some only) of his Alphabet Shares at their nominal value to such person or persons as the member or members holding a majority in nominal value of the issued

Ordinary Shares shall direct (a "**Compulsory Transfer Notice**") immediately prior to the events listed in this article 5.1 taking place.

- 5.2 The directors shall, within one hundred and eighty Business Days of receipt of a Compulsory Transfer Notice, give written notice to the Relevant Alphabet Shareholder or Transmitttee(s) (as applicable) requiring them to sell all (but not some only) of the relevant Alphabet Shares at their nominal value to such person or persons as the member or members holding a majority in nominal value of the issued Ordinary Shares shall direct and, if the directors give such notice, the Relevant Alphabet Shareholder or Transmitttee(s) (as applicable) will be bound to sell all of the relevant Alphabet Shares on such terms.
- 5.3 If the Relevant Alphabet Shareholder or Transmitttee(s) default in transferring any Alphabet Shares pursuant to articles 5.1 and 5.2, the Company:
- 5.3.1 may receive the relevant purchase money;
 - 5.3.2 may pursuant to article 22, or may nominate and appoint a director pursuant to article 22 to, execute as an attorney an instrument of transfer of the Alphabet Shares in the name and on behalf of the Relevant Alphabet Shareholder;
 - 5.3.3 shall cause the name of the person or persons acquiring the Alphabet Shares to be entered in the register of members as the holder(s) of such Alphabet Shares when the instrument of transfer has been duly stamped (if required); and
 - 5.3.4 shall hold the purchase money on trust (without interest) for the Relevant Alphabet Shareholder or Transmitttee (as applicable), the receipt of the Company for the purchase money being a good discharge to the person or persons acquiring the Alphabet Shares (who shall not be bound to see to the application of the purchase money).

6 Drag along

- 6.1 If, after having given an irrevocable notice in writing setting out details of the proposed transfer, including the identity of the proposed buyer and the price per share agreed with such buyer (the "**Transfer Notice**") to the other shareholders (the "**Continuing Shareholders**"), the member or members holding a majority in nominal value of the issued Ordinary Shares (for the purposes of article 6, the "**Sellers**") wish to transfer all (but not some only) of their shares in the share capital of the Company to a bona fide third party (the "**Third Party**"), the Sellers shall be entitled to give written notice to the Continuing Shareholders (the "**Drag Along Notice**") requiring the Continuing Shareholders to sell to the Third Party all of the Continuing Shareholders' Shares upon the terms and conditions specified in the Drag Along Notice.
- 6.2 The terms on which the Sellers require the Continuing Shareholders to sell their Shares must be no less favourable, on a per share basis, than the terms on which the Sellers are selling their shares in the share capital of the Company to the Third Party.
- 6.3 The Drag Along Notice must specify:
- 6.3.1 the details of the Third Party;
 - 6.3.2 the price payable for each share in the share capital of the Company and other consideration (if any) to be received (directly or indirectly) by each of the Sellers; and
 - 6.3.3 any other material terms upon which the Continuing Shareholders' Shares shall be purchased pursuant to the Drag Along Notice.
- 6.4 If any of the Continuing Shareholders shall not, within five Business Days of being required to do so, execute and deliver transfer(s) in respect of the shares in the share capital of the

Company held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then the Sellers may require the Company or a director nominated and appointed by the Company to execute as an attorney pursuant to article 22 the necessary transfer(s) and indemnities on the Continuing Shareholder's behalf and, against receipt by the Company (on trust for such Continuing Shareholder) of the consideration payable for the relevant shares, deliver such transfer(s) and certificate(s) or indemnities to the Third Party (or his nominee) and register such Third Party (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.

- 6.5 The Continuing Shareholders are not obliged to sell their shares in the share capital of the Company in accordance with this Article 6 if the Sellers do not complete the sale of all their shares in the share capital of the Company to the Third Party on the same terms and conditions as set out in the Drag Along Notice.

7 Unanimous decisions

- 7.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 7.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 7.3 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.
- 7.4 Where there is only one director that director shall take decisions in the form of resolutions in writing.

8 Calling a directors' meeting

Any director may call a directors' meeting by giving not less than two Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company secretary (if any) to give such notice.

9 Quorum for directors' meetings

- 9.1 Subject to article 9.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors.
- 9.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 12 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

10 Casting vote

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote.

11 Transactions or other arrangements with the Company

- 11.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 11.1.1 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;
- 11.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- 11.1.3 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 contract or proposed contract in which he is interested;
- 11.1.4 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;
- 11.1.5 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
- 11.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

12 Directors' conflicts of interest

- 12.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation 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 ("**Conflict**").
- 12.2 Any authorisation under this article 12 will be effective only if:
 - 12.2.1 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;
 - 12.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 12.2.3 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.
- 12.3 Any authorisation of a Conflict under this article 12 may (whether at the time of giving the authorisation or subsequently):
 - 12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 12.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- 12.3.3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors vote in relation to any resolution related to the Conflict;
 - 12.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 12.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 12.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 12.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 12.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 12.6 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 which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (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.
- 13 Records of decisions to be kept**
- Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.
- 14 Number of directors**
- Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum.
- 15 Appointment of directors**
- In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 16 Appointment and removal of alternate directors**
- 16.1 Any director ("**Appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 16.1.1 exercise that director's powers; and

- 16.1.2 carry out that director's responsibilities,
- 16.2 in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor.
- 16.3 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.
- 16.4 The notice must:
 - 16.4.1 identify the proposed alternate; and
 - 16.4.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

17 Rights and responsibilities of alternate directors

- 17.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor.
- 17.2 Except as the Articles specify otherwise, alternate directors:
 - 17.2.1 are deemed for all purposes to be directors;
 - 17.2.2 are liable for their own acts and omissions;
 - 17.2.3 are subject to the same restrictions as their Appointors; and
 - 17.2.4 are not deemed to be agents of or for their Appointors,and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.
- 17.3 A person who is an alternate director but not a director:
 - 17.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
 - 17.3.2 may participate in a unanimous decision of the directors (but only if his Appointor is an eligible director in relation to that decision, but does not participate); and
 - 17.3.3 shall not be counted as more than one director for the purposes of articles 17.3.1 and 17.3.2.
- 17.4 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 17.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

18 Termination of alternate directorship

18.1 An alternate director's appointment as an alternate terminates:

- 18.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 18.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
- 18.1.3 on the death of the alternate's Appointor; or
- 18.1.4 when the alternate's Appointor's appointment as a director terminates.

19 Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

20 Poll votes

A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

21 Means of communication to be used

- 21.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
 - 21.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty eight hours after it was posted or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
 - 21.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 21.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 21.1.4 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.
- 21.2 For the purposes of this article, no account shall be taken of any part of a day that is not a working day.
- 21.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

22 Power of attorney

Each of the holders of the Alphabet Shares hereby irrevocably appoints the Company as his attorney (with the power to nominate and, if such nomination is accepted, appoint any director as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this power of attorney) to give effect to the provisions of these Articles.

23 Over-riding provisions

23.1 If any member alone, jointly or acting together with any other member or members (such member or members jointly or acting together being hereinafter referred to as the "**Parent**") shall hold not less than 75 per cent in nominal value of the issued Ordinary Shares of the Company, the following provisions shall apply (but without prejudice to the provisions of section 168 of the Companies Act 2006) and to the extent of any inconsistency shall have over-riding effect as against all other provisions of these Articles:

23.1.1 the Parent may at any time and from time to time appoint any person to be a director or remove from office any director howsoever appointed in each case by notice to the Company; and

23.1.2 any or all powers of the directors shall be restricted in such respects and to such extent as the Parent may by notice to the Company from time to time prescribe and any such restriction may be removed or varied in such regard and to such extent as the Parent may by notice to the Company from time to time prescribe.

23.2 Any such notice as referred to in article 23.1 shall be in writing, served on the Company and signed by, or on behalf of, the Parent (where the Parent consists of two or more persons, jointly or acting together, any such notice shall be signed by, or on behalf of, each of them). No person dealing with the Company shall be concerned to enquire as to whether the powers of the directors have been in any way restricted hereunder and no obligation incurred, security given or transaction effected by the Company to, or with, any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation, the giving of such security or the effecting of such transaction was in excess of the powers of the directors.

24 Indemnity

24.1 Subject to article 24.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

24.1.1 each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer:

24.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

24.1.1.2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

24.2 including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any such proceedings or application and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.

24.3 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

24.4 In this article companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

25 Insurance

25.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.

25.2 In this article:

25.2.1 a "**Relevant Loss**" means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

25.2.2 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.