

OS CC01

Return by an overseas company of an alteration to constitutional documents

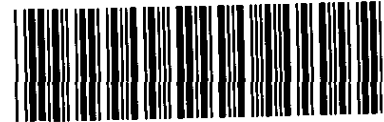


Companies House

☒ **What this form is for**
You may use this form to show an
alteration to constitutional
documents of an overseas company.

☒ **What this form is NOT for**
You cannot use this form to show
any other changes to an overseas
company.

THURSDAY



A14 *A8905UDV* #155
04/07/2019
COMPANIES HOUSE

1 Overseas company details

Company number F C 0 3 6 1 9 8

Company name in full
or alternative name as
registered in the UK BAE Systems (Funding Four) Unlimited Company

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Alteration of the constitutional document(s)

Details of change Change of corporate name.

3 Date of alteration to the constitutional document(s)

The company gives notice¹ that the constitutional document(s) for this
company were altered on the date below.

Date of alteration d 2 d 9 m 0 m 5 y 2 y 0 y 1 y 9

Copies of the following documents have been attached.

- A new certified copy of the constitution of the company, as altered.
- A certified translation, if applicable.

¹ This notice must be delivered to
the Registrar within 21 days of the
notice of alteration being received
in the UK in due course of post (if
dispatched with due diligence).

4 UK establishments

A return must be delivered in respect of any alteration to the company
particulars by each UK establishment. If, however, a company has more than one
UK establishment, it may deliver only one form in respect of all those
UK establishments, provided it completes the table below.

| UK establishment name | Registration number |
|-----------------------|---------------------|
| | |
| | |
| | |
| | |

5 Signature

I am signing this form on behalf of the overseas company.²

Signature

Signature

X

X

² This form may be signed by:
Director, Secretary,
Permanent representative.

OS CC01

Return by an overseas company of an alteration to constitutional documents

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

| | |
|---------------|---|
| Contact name | Mrs. L. Goodge |
| Company name | BAE Systems plc |
| Address | Warwick House, PO Box 87, Farnborough Aerospace Centre |
| Post town | Farnborough |
| County/Region | Hampshire |
| Postcode | G U 1 4 6 Y U |
| Country | U.K. |
| DX | |
| Telephone | 03300 488887 |

**Checklist**

We may return the forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number as registered in the UK match the information held on the public Register.
- ☐ You have entered details of the alteration to the constitutional documents in Section 2.
- ☐ You have entered the date of alteration to the constitutional document(s) in Section 3.
- ☐ You have completed Section 4, if applicable.
- ☐ You have submitted the new constitutional documents of the company (with a certified translation, if appropriate) with this form.
- ☐ You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address:

England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

COMPANIES ACT 2014
PRIVATE UNLIMITED COMPANY HAVING A SHARE CAPITAL

CONSTITUTION
of
BAE SYSTEMS (FUNDING FOUR) UNLIMITED COMPANY

(as adopted by special resolutions on 25 January 2013 & 21 September 2016 & 26 March 2019 & 02 May 2019)

McCann FitzGerald
Solicitors
Riverside One
Sir John Rogerson's Quay
Dublin 2
PHKN\32694696.1

CERTIFIED A TRUE COPY



DIRECTOR/SECRETARY

CONSTITUTION
OF
BAE SYSTEMS (FUNDING FOUR) UNLIMITED COMPANY
MEMORANDUM OF ASSOCIATION

1. The name of the Company is BAE Systems (Funding Four) Unlimited Company.
2. The Company is a private unlimited company having a share capital, registered under Part 19 of the Companies Act 2014.
3. The objects for which the Company is established are:
 - (a)
 - (i) To advance and lend to, or otherwise finance the operations or undertaking of, or extend credit to all subsidiary companies, holding companies and associated companies or any member of the group of companies of which the Company is for the time being a member, whether with or without security and on whatever terms as to interest, repayment and otherwise as may be agreed.
 - (ii) To participate in the purchase, sale, assignment or novation of assets of any nature whatsoever, whether, without limitation, by way of loan, novation, leasing, hire purchase, bailment, credit sale, conditional sale, factoring, discounting or forfeiting and whether or not involving the creation of security or the acquisition or disposal by the Company at any time of the asset or assets in question.
 - (iii) To engage, as principal or agent in foreign currency and interest rate transactions, including but not limited to dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and any other foreign exchange and interest rate hedging arrangements and such other instruments as are similar to, or derivatives of any of the foregoing.
 - (iv) To acquire, hold and dispose of shares, stocks, gilts, debentures, debenture stock, bonds, notes, obligations, securities and financial instruments of any kind whatsoever issued or guaranteed by any company wherever incorporated or carrying on business or any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world and to make advances upon, hold in trust, issue on commission, sell or dispose of any of the instruments aforesaid, and to provide managerial and other executive, supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
 - (v) To participate in corporate acquisitions and disposals, reorganisations and issuance of shares and other securities.

- (b) To carry on all of the said businesses or any one or more of them as a distinct or separate business or as the principal business of the Company, to carry on any other business manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above or any one of the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or rights.
- (c) To act as managers, consultants, supervisors and agents of other companies or undertakings and to provide for such companies or undertakings, managerial, advisory, technical, purchasing, selling and other services; and to enter into such agreements as are necessary or advisable in connection with the foregoing.
- (d) To acquire by subscription, purchase, exchange, tender or otherwise and to accept and take hold, or hold upon security, or sell shares, stocks, debentures, debenture stock, bonds, bills, mortgages, obligations and securities of any kind issued or guaranteed by any company, corporation, government, state, dominion, colony, sovereign, ruler, commissioners, trust, municipal, local or other authority or body of whatsoever nature wheresoever situated.
- (e) To make such provision for the education and training of employees and prospective employees of the Company and others as may seem to the Company to be advantageous to or calculated, whether directly or indirectly, to advance the interests of the Company or any member thereof.
- (f) To take part in the formation, management, supervision or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, accountants or other experts and agents.
- (g) To purchase, take on lease or in exchange, or otherwise acquire and hold for investment any estate or interest in any lands, buildings, easements, rights, privileges, concessions, grants and any real and personal property of any kind. To invest and deal with the moneys of the Company not immediately required and in such manner as from time to time may be determined.
- (h) To sell, improve, manage, develop, exchange, lease, hire, mortgage, dispose of, turn to account or otherwise deal with all or any part of the undertaking, property and rights of the Company on such terms as the Company thinks fit and in particular (without limitation) either with or without the Company receiving any consideration or benefit.
- (i) To establish, regulate and discontinue franchises and agencies, and to undertake and transact all kinds of trust, agency and franchise business which an ordinary individual may legally undertake.
- (j) To buy, acquire, sell, manufacture, repair, convert, alter, take on hire, let on hire and deal in machinery, plant, works, implements, tools, rolling stock, goods, and things of any description.
- (k) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company, or which the Company shall consider to be preliminary thereto.
- (l) To amalgamate or enter into partnership or any joint purpose or profit-sharing arrangement with and to co-operate in any way with or assist or subsidise any company, firm society, partnership or person, and to purchase or otherwise acquire

and undertake all or any part of the business, property and liabilities of any such body or person, carrying on any business which this Company is authorised to carry on or possessed of any investments or other property suitable for the purposes of the Company and to conduct or carry on, or liquidate and wind up, any such business.

- (m) To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings, and generally of any assets, property or rights.
- (n) To apply for and take out, purchase or otherwise acquire any trade marks, designs, patents, copyright or secret processes, which may be useful for the Company's objects, and to grant licences to use the same.
- (o) To borrow and raise money including, without limitation, by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description and to pay or provide for brokerage, commission and underwriting in respect of any such issue.
- (p) To secure or otherwise collateralise on such terms and in such manner as may be thought fit, any indebtedness or obligation of the Company, either with or without the Company receiving any consideration or benefit, whether by personal covenant of the Company, or by mortgage, charge, pledge, assignment, trust or any other means involving the creation of security over all or any part of the undertaking, assets, property, rights, goodwill and revenues of the Company of whatever kind both present and future or by any other means of collateralisation including, without limitation, by way of transfer of title to any of such undertaking, assets, property, rights, goodwill and revenues.
- (q) To guarantee the payment of any debts or the performance of any contract or obligation of any company or association or undertaking or of any person and to give indemnities of all kinds and to secure any such guarantee and any such indemnity in any manner and in particular (without limitation) either with or without the Company receiving any consideration or benefit by the creation of charges or mortgages (whether legal or equitable) or floating charges or the issue of debentures charged upon all or any of the undertaking, assets, property, rights, goodwill and revenues of the Company both present and future.
- (r) To draw, make, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal with bills of exchange, promissory notes and other negotiable or transferable instruments. Provided always that nothing herein contained shall empower the Company to act as stock and share brokers or dealers.
- (s) To advance and lend money or provide credit and financial accommodation upon such security as may be thought proper, or without taking any security therefor either with or without the Company receiving any consideration or benefit.
- (t) To remunerate by cash payment or allotment of shares or securities of the Company credited as fully paid-up or otherwise, any person or company for services rendered or to be rendered to the Company, whether in the conduct or management of its business, or in placing or assisting to place or guaranteeing the placing of any of the shares of the Company's capital or any debentures or other securities of the Company, or in or about the formation or promotion of the Company.
- (u) To provide for the welfare of persons in the employment of, or holding office under, or formerly in the employment of, or holding office under the Company, or its

predecessors in business, or any directors or ex-directors of the Company, and the wives, widows and families, dependants or connections of such persons, by grants of money, pensions or other payments, and by forming and contributing to pension, provident or benefit funds or profit sharing or co-partnership schemes for the benefit of any such persons, and by providing or subscribing towards places of instruction and recreation, and hospitals, dispensaries, medical and other attendances, and other assistance, as the Company shall think fit, and to form, subscribe to or otherwise aid, charitable, benevolent, religious, scientific, national, or other institutions, exhibitions or objects, which shall have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.

- (v) To establish or promote or concur in establishing or promoting any company or companies for the purposes of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company.
- (w) As an object of the Company and as a pursuit in itself or otherwise, and whether for the purpose of making a profit or avoiding a loss or for any other purpose whatsoever, either with or without the Company receiving any consideration or benefit, to engage in currency and interest rate transactions and any other financial or other transactions of whatever nature, including any transaction for the purposes of, or capable of being for the purposes of, avoiding, reducing, minimising, hedging against or otherwise managing the risk of any loss, cost, expense or liability arising, or which may arise, directly or indirectly, from a change or changes in any interest rate or currency exchange rate or in the price or value of any property, asset, commodity, index or liability or from any other risk or factor affecting the Company's business, including but not limited to dealings, whether involving purchases, sales or otherwise, in foreign and Irish currency, spot and forward exchange rate contracts, forward rate agreements, caps, floors and collars, futures, options, swaps, and any other currency interest rate and other hedging arrangements and such other instruments as are similar to, or derivatives of, any of the foregoing.
- (x) To accept stock or shares in, or the debentures, mortgages or other securities of any other company in payment or part payment for any services rendered, or for any sale made to, or debt owing from any such company, whether such shares shall be wholly or only partly paid up, and to hold and retain or re-issue with or without guarantee, or sell, mortgage or deal with any stock, shares, debentures, mortgages or other securities so received, and to give by way of consideration for any of the acts and things aforesaid, or property acquired, any stock, shares, debentures, mortgages or other securities of this or any other company.
- (y) To obtain any Ministerial order or licence or any provisional order or Act of the Oireachtas or Charter for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (z) To enter into any arrangement with any government or local or other authority that may seem conducive to the Company's objects or any of them, and to obtain from any such government, or authority, any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, and to exercise and comply with the same.

- (aa) To do all or any of the matters hereby authorised in any part of the world and either alone or in conjunction with, or as contractors, factors, trustees or agents for, any other company or person, or by or through any factors, trustees or agents.
- (bb) To do all such other things as may be considered to be incidental or conducive to the above objects or any of them.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the order in which the same occur or the name of the Company nor shall any express statement in any object that it is an object of the Company be taken to mean or imply that any object not expressly stated to be such is not an object of the Company.

- 4. The capital of the Company is US\$4,000,000,000.00 divided into 4,000,000,000 shares of US\$1.00 each.
- 5. The liability of the members is unlimited.

ARTICLES OF ASSOCIATION

1. The provisions of the Companies Act 2014 are adopted except, in respect of the optional provisions identified in the Act, to the extent that this constitution provides otherwise or states otherwise (expressly or by import).
2. In this constitution, the following terms shall have the following meanings:
 - (a) **"Act"** means the Companies Act 2014 and every other enactment which is to be read together with that Act;

"electronic address" means any address or number used for the purposes of sending or receiving documents or information by electronic means;

"electronic means" means any process or means provided or facilitated by electronic equipment for the processing (including digital compression), storage and transmission of data, employing wires, radio, optical technologies, or any other electromagnetic means;

"U.K." means the United Kingdom; and
 - (b) Any word or phrase used in this constitution the definition of which is contained or referred to in the Act shall be construed as having the meaning that is, at the date on which this constitution becomes binding on the Company, attributed to it in the Act.
 - (c)
 - (i) Unless the contrary intention appears, any expression in this constitution referring to writing (or any cognate word):
 - (A) shall be construed as including a reference to printing, lithography, photography and any other mode of representing or reproducing words in a legible and non-transitory form; and
 - (B) subject to the circumstances in sub-clause(ii) and to the requirements of the Act, shall not include writing in electronic form.
 - (ii) The circumstances mentioned in sub-clause (c)(i) (in which writing (and cognate words) includes writing in electronic form) are:
 - (A) where such is provided in this constitution; and
 - (B) in the case of a notice, communication, document or information to be given, served or delivered to the Company, where the Company has agreed to receipt in electronic form and such notice, communication, document or information is given, served or delivered in such electronic form and manner as may have been specified by the directors from time to time for the giving, serving or delivery of notices, communications, documents or information in electronic form.
 - (d) References in this constitution:
 - (i) to execution of any document shall include any mode of execution, whether under seal or under hand or any mode of electronic signature as may from time to time be approved by the directors;

- (ii) to a section is to a section of the Act, unless otherwise stated; and
 - (iii) to gender includes, where a person is a body corporate, the neuter gender.
 - (e) A notice, communication, document or information is given, served or delivered in electronic form if it is given, served or delivered by electronic means including, without limitation, by making such notice, communication, document or information available on a website or by sending such notice, communication, document or information by e-mail.
3. Where a member has provided an electronic address to the Company the member shall be deemed to have given his or her consent to the use by the Company of electronic means in sending notices or other communications, information or documentation (including without limitation, financial statements) to that member. A member may from time to time notify the Company of a change to the electronic address to be used for such member.

MEMBERS AND CAPITAL

4. The number of members with which the Company proposes to be registered is two but the directors may from time to time register an increase of members.
5. The capital of the Company is US\$4,000,000,000.00 divided into 4,000,000,000 shares of US\$1.00 each.
6. The Company may by special resolution:
- (a) increase the share capital by such sum to be divided into shares of such amount as the resolution may prescribe;
 - (b) consolidate its shares into shares of a larger amount than its existing shares;
 - (c) sub-divide its shares into shares of a smaller amount than its existing shares;
 - (d) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person;
 - (e) reduce its share capital in any way.
7. The lien conferred by Section 80 shall attach to fully paid as well as partly paid shares and shall also apply in respect of all monies immediately payable by the registered holder or his estate to the Company.

ALLOTMENT

8. (a) The directors are hereby generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities within the meaning of section 69. The maximum amount of relevant securities which may be allotted under the authority hereby conferred shall be the nominal amount of the authorised but unissued shares in the Company from time to time.
- (b) Section 69(6) shall not apply to any allotment of shares.

SHAREHOLDERS' WRITTEN RESOLUTION

9. A resolution in writing (other than one in respect of which extended notice is required by the Act to be given) signed by all the members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and, if described as a special resolution, shall be deemed to be a special resolution within the meaning of the Act. Any such resolution may consist of several documents in the like form each signed by one or more members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed representatives).

GENERAL MEETINGS

10. Without prejudice to Section 176, annual general meetings shall be held once in every calendar year in the U.K. at such time as may be determined by the directors. Extraordinary general meetings must be held in the U.K..
11. Notice in writing of a general meeting of the Company is to be taken as given to a person in any case in which notice of the meeting is sent by electronic means to such electronic address as may have been provided to the Company by that person.

PROCEEDINGS AT GENERAL MEETINGS

12. In accordance with Section 186(f), the business of the annual general meeting shall include the fixing the remuneration of the directors.
13. The words **"the meeting shall be dissolved"** shall be substituted for the words **"the members present shall be a quorum,"** in Section 182(5).
14. It shall not be necessary to give any notice of an adjourned meeting and Section 187(6) shall be construed accordingly.
15. A poll may be demanded by any member present in person or by proxy and Section 189(2) shall be modified accordingly.
16. In Section 183(6) the words **"not less than 48 hours before the time for holding"** and **"not less than 48 hours before the time appointed for"** shall be deleted and there shall be substituted therefor in each case the words **"before the commencement of"**.

PROXIES

17. The appointment of a proxy may, subject to the directors so approving such appointment in the case of any particular meeting, notwithstanding any other provisions of this constitution be made by electronic means:
- (a) in a form specified by the directors from time to time;
 - (b) executed with such electronic signature as may be specified by the directors from time to time; and

sent to such address as may be notified by the directors for that purpose from time to time and provided that the directors shall not be obliged to so approve in any particular case.

DIRECTORS

18. The number of directors shall not be less than two and unless and until otherwise determined by the Company in general meeting not more than ten. The first directors shall be the persons who are described as such in the statement to be delivered to the registrar in accordance with Section 22. A majority of the directors must at all times be resident for the purposes of U.K. tax solely in the U.K. No person resident for the purposes of Irish tax solely in Ireland may be appointed as director, and any serving director who becomes resident for the purposes of Irish tax solely in Ireland during the course of their appointment shall be automatically disqualified from continuing to act as director.
19. A director need not hold any shares of the Company to qualify him as a director.
20. In addition to the circumstances provided for in section 148(1), the office of director shall be vacated automatically:
- (a) If, in the opinion of his co-directors, he commits a serious or persistent breach of any of his statutory or common law duties as a director or of any of his material duties or obligations as a director; or
 - (b) If, in the opinion of his co-directors, he commits any material dishonesty, gross misconduct or wilful neglect or commits any act which is prejudicial to the best interests of the Company; or
 - (c) if he becomes prohibited or disqualified by law from acting as a director; or
 - (d) if, for a reason related to his illness, disability or injury, he is, in the opinion of his co-directors, unable to carry out his duties as a director; or
 - (e) if he is convicted of any criminal offence other than an offence which in the reasonable opinion of the board does not affect his ability or suitability to perform his duties as a director; or
 - (f) if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (g) if he is the subject of a declaration of restriction made by the court under Section 819 or 820 (or any similar or analogous declaration is made by any court under any applicable law).
21. The directors shall not retire by rotation.
22. A director appointed by the directors to fill a casual vacancy or as an addition to the board shall not retire from office at the annual general meeting next following his appointment and Section 144(3)(c) shall be modified accordingly. Any purported appointment of a director by any person shall be void if to do so would entail the number of directors resident for the purposes of U.K. tax solely in the U.K. no longer being greater than the number of directors who are resident for tax purposes in any other single jurisdiction.
23. Notwithstanding the provisions of section 146 of the Act, the Company may by special resolution remove any director before the expiration of his term of office. The Company may by ordinary resolution appoint another person in place of the director so removed. Any purported appointment of a director by the Company shall be void if to do so would entail the number of directors resident for the purposes of U.K. tax solely in the U.K. no longer being greater than the number of directors who are resident for tax purposes in any other single jurisdiction.

24. The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that, subject to Article 29, all meetings of the directors must take place in the U.K. and Section 160 shall be modified accordingly.
25. A meeting of the directors shall only be quorate if the number of directors present who are resident for the purposes of U.K. tax solely in the U.K. is at all times in excess of the number of directors present who are resident for tax purposes in any other single jurisdiction and Section 160(6) shall be modified accordingly.
26. A director may vote in respect of any contract, appointment or arrangement in which he or she is interested and shall be counted in the quorum present at the meeting and shall not be treated as being in breach of his or her duty set out in section 228(1)(f) of the Act. Section 163 of the Act shall not apply.
27. A resolution or other document in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors, and such resolution or other document or documents when duly signed may be delivered or transmitted (unless the directors shall otherwise determine either generally or in any specific case) by electronic means, facsimile transmission or some other similar means of transmitting the contents of documents. A resolution or other document signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity. Any resolution signed pursuant to this Article must have been signed in the U.K. by all directors.
28. (a) For the purposes of these Articles, and without prejudice to Section 160(6) the contemporaneous linking together by telephone or other means of electronic communication of a number of directors not less than the quorum shall be deemed to constitute a meeting of the directors, and all the provisions in these Articles as to meetings of the directors shall apply to such meetings, provided that:
- (i) a majority of the directors forming the quorum for any such meeting must be present in the UK during the meeting;
 - (ii) each of the directors taking part in such a meeting must be able to hear, and speak to, each of the other directors taking part; and
 - (iii) at the commencement of such a meeting each director must acknowledge his presence and that he accepts that the proceedings shall be deemed to be a meeting of the directors.
- (b) A director may not cease to take part in the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent of the chairman of the meeting, and a director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the chairman of the meeting to leave the meeting.
- (c) A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairman of the meeting.

- (d) The provisions of this Article shall apply, *mutatis mutandis*, to meetings of committees of the directors.
29. The directors may delegate any of their powers to committees consisting of such member or members of the board as they think fit, provided that the number of directors on each such committee who are resident for the purposes of U.K. tax solely in the U.K. is at all times in excess of the number of directors who are resident for tax purposes in any other single jurisdiction, and Sections 158(3) and 160(9) shall be modified accordingly.

ALTERNATE DIRECTORS

30. (a) A director shall be entitled to appoint any person as his alternate director and may at any time revoke any appointment so made. Any such appointment or removal shall be effected by a notice in writing by the appointor and shall be effective forthwith upon the delivery of such notice to the Company at the registered office.
- (b) Any alternate director shall be entitled to notice of meetings of directors, to attend and vote as a director at any meeting at which his appointor is not present and to exercise all the functions of his appointor as a director (except in respect of the power to appoint an alternate). 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).
- (c) An alternate director shall while acting as such be deemed an officer of the Company and not the agent of his appointor. An alternate director shall not be entitled to receive from the Company any part of his appointor's remuneration.
- (d) An alternate director shall cease to be an alternate director if for any reason his appointment is revoked or his appointor ceases to be a director.

BORROWING POWERS

31. In accordance with Section 158(1) the directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to mortgage or charge all or any of the property and rights of the Company both present and future including its goodwill and, subject to Section 69, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

EXECUTIVE OFFICE

32. The directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company, including the office of chairman or deputy chairman or managing or joint managing or deputy or assistant managing director, as the directors may decide, for such fixed term or without limitation as to period and on such terms as to remuneration and otherwise as they think fit, and a director appointed to any executive office shall (without prejudice to any claim for damages for breach of any service contract between him and the Company) if he ceases to hold the office of director from any cause *ipso facto* and immediately cease to hold such executive office. The directors may entrust to and confer upon any director so appointed to executive office any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw or vary all or any of such powers.

33. The directors may appoint any managers or agents for managing any of the affairs of the Company, either in the State or elsewhere, and may fix their remuneration, and may delegate to any manager or agent any of the powers, authorities and discretions vested in the directors, with power to sub-delegate, and any such appointment or delegation may be made upon such terms and subject to such conditions as the directors may think fit, and the directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

SECRETARY

34. Anything by the Act or these Articles required or authorised to be done by or to the secretary may be done by or to any assistant or acting secretary, or if there is no assistant or acting secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the directors.

ACCOUNTS

35. Where the Company is obliged by the Act or by these Articles to send a member (i) copies of the Company's financial statements and of the directors' and auditors' reports or (ii) any other document, such copies or other document may be sent by electronic means to such electronic address as may have been provided to the Company by that person.

NOTICES

36. (a) Subject to the Act and except where otherwise expressly provided in these Articles, any notice, document or information to be given, served or delivered to the Company pursuant to these Articles shall be in writing in a paper copy or, subject to paragraph (b), in electronic form.
- (b) Subject to the Act and except where otherwise expressly provided in these Articles, a notice, document or information may be given, served or delivered to the Company in electronic form only if this is done in such form and manner as may have been specified by the directors from time to time for the giving, service or delivery of notices, documents or information in electronic form. The directors may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such notice, document or information given, served or delivered to it in electronic form.
37. (a) Subject to the Act and except where otherwise expressly provided in these Articles, any notice, communication, document or information to be given, served or delivered by the Company pursuant to these Articles shall be in writing in paper copy or electronic form.
- (b) Subject to the Act and except where otherwise expressly provided in these Articles, any notice, document or information to be given, served or delivered in pursuance of these Articles may be given to, served on or delivered to any member by the Company:
- (i) by handing same to him or his authorised agent;
 - (ii) by leaving the same at his registered address;
 - (iii) by sending the same by the post or other delivery service in a pre-paid cover addressed to him at his registered address; or

- (iv) by sending the notice, the document (other than a share certificate) or the information in electronic form to such electronic address as may from time to time be authorised by the member or by making it available on a website (provided the member receives, by any of the means at (i) to (iii) above or by electronic means to such electronic address as may from time to time be authorised by the member, notification complying with Article 43 of the fact that the notice, document or information has been placed on the website).
 - (c) Where a notice, document or information is given, served or delivered pursuant to sub-paragraph (b)(i) or (ii), the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the member or his authorised agent, or left at his registered address (as the case may be).
 - (d) Where a notice, document or information is given, served or delivered pursuant to sub-paragraph (b)(iii), the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twenty four hours after the cover containing it in paper copy form was posted or given to delivery agents (as the case may be). In proving such giving, service or delivery, it shall be sufficient to prove that such cover was properly addressed, pre-paid and posted or given to delivery agents.
 - (e) Where a notice, document or information is given, served or delivered pursuant to sub-paragraph (b)(iv), the giving, service or delivery thereof shall be deemed to have been effected:
 - (i) if sent in electronic form to an electronic address, at the expiration of twenty four hours after the time it was sent; or
 - (ii) if made available on a website, at the expiration of twenty four hours after the time when it was first made available on the website.
 - (f) Where any member has furnished his or her electronic address to the Secretary and has not notified the Secretary in writing (including by electronic mail) that he no longer wishes to receive communications by electronic mail, then the delivery to him of any notice, document or information by electronic mail (whether contained in the body of the electronic mail message or as an attachment to it) shall be deemed good delivery on the terms set out in sub-paragraph (e) above.
 - (g) If the Company receives a delivery failure notification following the sending of a notice, document or other information in electronic form to an electronic address in accordance with sub-paragraph (b)(iv), the Company shall give, serve or deliver the notice, document or information in paper copy or electronic form (but not by electronic means) to the member either personally or by post addressed to the member at his registered address or (as applicable) by leaving it at that address. This shall not affect when the notice, document or information was deemed to be received in accordance with sub-paragraph (e).
38. Every person who, by operation of law, transfer or other means, shall become entitled to any share shall be bound by every notice or other document which, previous to his name and address being entered on the register in respect of such share, shall have been given to the person in whose name the share shall have been previously registered.
39. Any notice or document sent by post to the registered address of any member shall notwithstanding that such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any shares, whether held solely or jointly with other persons by such member, until some other person or persons

be registered in his stead as the holder or joint holders thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her executors or administrators, and all persons (if any) jointly interested with him or her in any such share.

40. Notice of every general meeting and every separate general meeting of the holders of any class of shares in the capital of the Company shall be given in some manner hereinbefore authorised to:

- (a) every member of the Company entitled to attend or vote thereat; and
- (b) every person entitled to receive dividends in respect of a share vested in him in consequence of the death or bankruptcy of a member, who, but for his death or bankruptcy, would be entitled to receive notice of the meeting; and
- (c) the auditor for the time being of the Company; and
- (d) every director for the time being of the Company.

No other person shall be entitled to receive notice of general meetings. Every person entitled to receive notice of every such general meeting shall be entitled to attend thereat.

41. The signature to any notice to be given by the Company may be written or printed.

PUBLICATION ON WEBSITE

42. A notification to a member of the publication of a notice on a website pursuant to these Articles shall state:

- (a) the fact of the publication of the notice on a website;
- (b) the address of that website and, where necessary, the place on that website where the notice may be accessed and how it may be accessed; and
- (c) in the case of a notice of a general meeting of members or class of members:
 - (i) that it concerns a notice of a meeting served in accordance with the Articles or by order of a court, as the case may be;
 - (ii) the place, date and time of the meeting;
 - (iii) whether the meeting is to be an annual general meeting or an extraordinary general meeting; and
 - (iv) the address of any other website (if such is the case) where procedures as to voting are stated or facilitated.

43. The notice shall be published on that website, in the case of a notice of meeting, throughout the period beginning with the giving of that notification and ending with the conclusion of the meeting, and in any other case for a period of not less than one month from the giving of the notification.

44. This Article shall be treated as being complied with, and, in the case of a meeting, nothing in Articles 43 and 44 above shall invalidate the proceedings of a meeting where:

- (a) any notice that is required to be published as mentioned in Article 44 is published for a part, but not all, of the period mentioned in that Article; and
- (b) the failure to publish that notice throughout that period is attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid, such as system, telecommunications or power outages.

INDEMNITY

45. Every director, managing director, agent, auditor, secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 391 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 235 of the Act.

Names, Addresses and Descriptions of Subscribers

BAE Systems (Nominees) Limited
Warwick House
PO Box 87
Farnborough Aerospace Centre
Farnborough
Hampshire GU14 6YU
UK

Body Corporate

David Parkes
Director/ Authorised Signatory

BAE Systems (Funding Two) Limited
Warwick House
PO Box 87
Farnborough Aerospace Centre
Farnborough
Hampshire GU14 6YU
UK

Body Corporate

David Parkes
Director/ Authorised Signatory

Dated 31 December 2012

Witness to the above signatures:

Signature:

Erica Newbury

Name:

Erica Newbury

Address:

6 Carlton Gardens
London
SW1Y 5AD

WE, the several persons whose names, addresses and descriptions are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association and we agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Number of Shares taken by each Subscriber

BAE Systems (Nominees) Limited One
Warwick House
PO Box 87
Farnborough Aerospace Centre
Farnborough
Hampshire GU14 6YU
UK

Body Corporate

Director/Authorised Signatory DAVID PRAVE

BAE Systems (Funding Two) Limited One
Warwick House
PO Box 87
Farnborough Aerospace Centre
Farnborough
Hampshire GU14 6 YU
UK

Body Corporate

Director/Authorised Signatory DAVID PRAVE

Total Shares taken: Two

Dated 31 December 2012

Witness to the above signatures:

Signature: Erica Newbary
Name: ERICA NEWBARY
Address: 6 CARLTON GARDENS
LONDON SW1Y 5AB