

**COMPANIES ACT 2006**  
**A. HUME (OUTFITTERS) LIMITED (the "Company")**  
**Registered in Scotland No. SC319516**

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**CERTIFIED COPY OF A WRITTEN RESOLUTION OF THE MEMBER OF THE COMPANY PASSED  
PURSUANT TO CHAPTER 2 OF PART 13 OF THE COMPANIES ACT 2006**

PASSED ON ..... 31. January ..... 2020

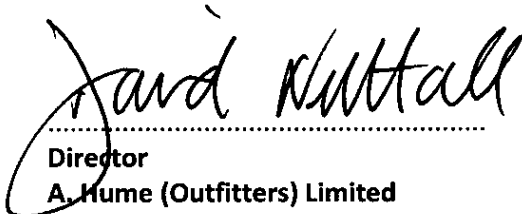
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Notice is hereby given that Resolution 1 below was passed as a special resolution by way of written resolution pursuant to Chapter 2 of Part 13 of the Companies Act 2006.

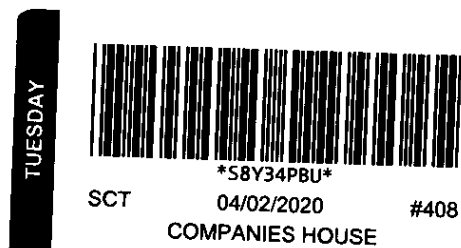
**1. Adoption of new Articles of Association**

IT IS RESOLVED as a special resolution that the regulations contained in the document attached to this resolution and signed for identification purposes by a director be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association.

Turcan Connell is instructed to file a Certified Copy Resolution at Companies House together with a print of the new Articles of Association and the relevant Companies House forms.

  
.....  
Director  
A. Hume (Outfitters) Limited

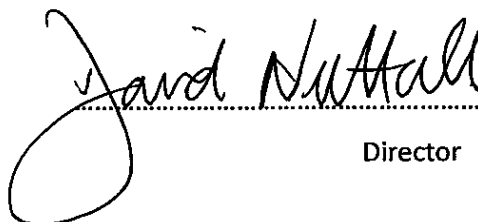
Date: 31.1.2020



# TURCAN CONNELL

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
Of  
A. HUME (OUTFITTERS) LIMITED  
(Company Number: SC319516)

This print contains the articles of association  
of the Company adopted pursuant to a special  
resolution dated 31 January 2020

  
Director

CERTIFIED TRUE COPY  
31-1-20  
TURCAN CONNELL  
PRINCES EXCHANGE  
1 EARL GREY STREET  
EDINBURGH EH3 9EE

SIGNATURE N Pearson

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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

**OF**

**A. HUME (OUTFITTERS) LIMITED (the "Company")**  
**(Company Number: SC319516)**

**1. Interpretation**

1.1 The following definitions and rules of interpretation shall apply in these Articles:

<b>"Act":</b>	the Companies Act 2006.
<b>"Articles":</b>	the Company's articles of association for the time being in force.
<b>"Auditors":</b>	the auditors from time to time of the Company, but failing the appointment of auditors, the company's certifying accountant.
<b>"Business Day":</b>	a day other than a Saturday, Sunday or public holiday in Scotland on which banks in Scotland are open for business.
<b>"Co-opted Director":</b>	means a director appointed to the board of directors in accordance with Article 12.4.
<b>"Eligible Director":</b>	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).
<b>"Group":</b>	the Company, any subsidiary or any holding company of the Company from time to time, and any subsidiary from time to time of a holding company and member of the Group shall mean any of them. <b>"Group Company"</b> shall be construed accordingly.
<b>"Model Articles":</b>	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 and reference to a numbered Model Article is a reference to that article of the Model Articles.
<b>"Nominated Director":</b>	means any director nominated by the Company's

shareholder in accordance with Article 12.3.

**“Relevant Agreement”:** any agreement concerning the management of the Company, including without limitation any shareholders’ agreement and any service contract, loan agreement or consultancy agreement relating to the Company;

**“Relevant Proportions”:** the proportions in which shareholders own the shares from time to time;

**“United Kingdom”:** Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations and in the regulations of the Model Articles that apply to the Company bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company, words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing natural persons shall include also corporations.

The headings in these regulations are for convenience only and shall be ignored in construing the language or meaning of the Articles. Regulation 1 of the Model Articles shall not apply.

## **2. Liability of Shareholders**

*The liability of the Shareholders is limited to the amount, if any, unpaid on the shares held by them.*

## **3. Issue of Shares**

3.1 Subject to the provisions of the Act, and without prejudice to Article 3.2, any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares on such terms, conditions and in such manner as may be provided by the Articles or as the Company may determine by special resolution. Regulation 22(2) of The Model Articles shall not apply.

3.2 Before any new shares are issued they shall first be offered to the Shareholders on the same terms, and at the same price, as those shares are being offered to other persons in the Relevant Proportions, as nearly as may be. Such offer shall be made by notice in writing specifying the number and class of shares offered and limiting the time (not being less than 21 days) within which the offer may be accepted. Acceptances shall be given to the Company by notice in writing and in such acceptance any Shareholder may state if he wishes to purchase any shares in addition to the proportion offered to him. After the expiry of such offer or after the Company shall have received notice of the acceptance or refusal of such offer from every Shareholder (whichever shall be the earlier event), the directors shall allot the shares offered to the Shareholders accepting the offer in accordance with such acceptances, provided that, in the event of competition for any shares which may not have been accepted by any Shareholder, the directors shall allot the same to the Shareholders applying for additional shares as nearly as may be (but without increasing the number allotted to any Shareholder beyond the number of additional shares he may have indicated that he is willing to purchase) in proportion to such Shareholder’s existing holding of shares.

3.3 Any shares not taken up at the end of the procedure set out in Article 3.2 may be allotted and issued to such person, whether or not that person is a Shareholder of the Company, at such price and generally on such terms as all of the holders of the Ordinary Shares may agree in writing.

3.4 Section 561(1) and sub-sections (1) to (5) of Section 562 of the Act shall not apply to the Company.

#### **4. Share Rights**

4.1 The shares shall have attached to them full voting, dividend and capital distribution (including on winding up) rights.

4.2 No ordinary share shall be redeemable.

#### **5. Dividends and Distributions**

The directors may declare and pay dividends or make distributions as they see fit in the accordance with the terms of the Act, these articles and any Relevant Agreement.

#### **6. Consolidation and/or Sub-Division**

Subject to any provision of the Act, the Company shall have the power to increase or consolidate its share capital, to subdivide or cancel shares and to reduce its share capital and any share premium account and nothing in these Articles shall prohibit the Company from purchasing its own shares.

#### **7. Lien**

The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (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 (whether fully paid or not) standing registered in the name of any person for all moneys presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

#### **8. Notice of General Meetings**

8.1 Unless resolved by special resolution of the Shareholders, the Company shall not be required to hold an annual general meeting.

8.2 A notice convening a general meeting shall be required to specify the general nature of the business to be transacted only in the case of special business. All business is deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at any annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the directors and Auditors, and the appointment of and the fixing of the remuneration of the Auditors.

8.3 A notice convening a general meeting shall give information to Shareholders in regard to their right to appoint proxies.

8.4 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the Shareholders and to the directors and to the auditors of the Company (if any). The accidental omission to give any Shareholder or director/the directors notice shall not invalidate an otherwise competently held and called meeting.

## **9. Proceedings at General Meetings and Voting**

9.1 No business shall be transacted at any general meeting unless the requisite quorum is present. Two Shareholders entitled to vote upon the business to be transacted, present in person or by proxy, shall be a quorum for all purposes unless there is only one Shareholder of the Company, in which case a decision taken by that Shareholder in general meeting, is effective as if agreed by the Company in general meeting and such sole Shareholder shall constitute a quorum at meetings of the Shareholders. A decision taken by a sole Shareholder shall be recorded in writing and a copy shall be provided to the Company. Regulation 38 of the Model Articles is modified accordingly.

9.2 If, within thirty minutes (or such longer time not exceeding one hour as the chairman of the meeting decides) from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned to the same day in the next week, at the same time and place, or to such other time and place as shall be agreed by a majority of those present at the meeting, subject to the time and place of the adjourned meeting:

9.2.1 not being more than 2 weeks after the date of the adjourned meeting;

9.2.2 being on a day falling Monday to Friday and commencing not later than 8pm;  
and

9.2.3 being fairly set having regard to the known availability of the Shareholders.

At the adjourned meeting, the quorum shall be two Shareholders entitled to vote upon the business to be transacted present in person or by proxy unless there is only one Shareholder of the Company, in which case such sole Shareholder shall constitute a quorum.

9.3 Regulation 41 of the Model Articles shall not apply.

9.4 A corporate Shareholder may, by resolution of its directors, or other governing body, authorise such one person as it thinks fit to act as its representative at general meetings of the Company or meetings of any class of Shareholders. The authorised person may exercise the same powers on behalf of the grantor of the authority as the grantor could exercise if it were an individual Shareholder.

9.5 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor, and shall be in any usual form or in a form approved by the directors. The appointment shall be valid for an adjournment of the meeting and the instrument shall be deemed to confer authority to vote on amendments to resolutions put to the meeting for which the authority is given or at an adjournment, unless in each case the instrument or proxy states otherwise. Where it is desired to afford Shareholders an opportunity to instruct the proxy how he shall act, the instrument appointing a proxy shall be in any form which enables the Shareholders to direct how their votes are to be exercised on each of the resolutions comprised in the business of the meeting for which it is to be used.

9.6 Regulation 45 of the Model Articles shall not apply.

## **10. Number of directors**

The maximum and minimum number respectively of the directors may be determined from time to time by an ordinary resolution of the Shareholders of the Company. Subject to and in default of such determination there shall be no maximum number of directors and the minimum number of directors shall be one. Whensoever the minimum number of the directors shall be one, a sole director shall have authority to exercise all the powers and

discretions expressed by the Model Articles and these Articles to be vested in the directors generally.

## **11. Alternate directors**

11.1 Subject to the terms of any Relevant Agreement, any director (other than an alternate director) may appoint any other director, or any other person approved by the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. Save as otherwise provided in the Articles, unless he is already an officer of the Company in his own right, an alternate director shall not, as such, have any rights other than those mentioned in Article 11.2 below. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.

11.2 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointer is a Shareholder, and to attend, speak and vote at any such meeting at which the director appointing him is not personally present. A director present at such meeting and appointed alternate director for any other directors entitled to attend and vote at such meeting shall have an additional vote for each of his appointors absent from the meeting but shall count only once for the purpose of determining whether a quorum is present.

11.3 An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct for his services as an alternate director.

11.4 An alternate director shall cease to be an alternate director if his appointor ceases to be a director.

11.5 Without prejudice to Article 11.2 and save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

## **12. Appointment and retirement of directors**

12.1 The directors of the Company shall not retire by rotation.

12.2 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- a) by ordinary resolution; or
- b) by a resolution of a majority of the directors.

12.3 For so long as it holds shares, AHO Holdings Limited shall be entitled to appoint any natural person to be a director and such person shall be a Nominated Director. Subject to Article 13, no Nominated Director may be removed from office without the written consent of AHO Holdings Limited.

12.4 The Nominated Director(s) may co-opt any natural person to be a non-executive director of the Company and such person shall be a Co-opted Director.

## **13. Disqualification and removal of directors**

13.1 The office of director shall be vacated if:

- 13.1.1 he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
- 13.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 13.1.3 he becomes Incapable;
- 13.1.4 he resigns his office by notice to the Company; or
- 13.1.5 he is removed from office under Section 168 and 169 of the Act.
- 13.2 Any director who is also a shareholder and/or an employee in the Company shall automatically demit the office of director in the event of ceasing to be an employee and/or shareholder.
- 13.3 Regulation 18 of the Model Articles shall not apply.

#### **14. Directors' interests**

##### **14.1 Transactional**

Subject to any Relevant Agreement and 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:

- 14.1.1 may be party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 14.1.2 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;
- 14.1.3 shall be entitled to vote at a meeting of the 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;
- 14.1.4 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;
- 14.1.5 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
- 14.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or another 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.

##### **14.2 Situational**



14.2.1 The directors may, in accordance with the requirements set out in this article and subject to any Relevant Agreement, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (a “Conflict”).

14.2.2 Any authorisation under this article will only be effective if:

14.2.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors 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;

14.2.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

14.2.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

However, if the director is the only director of the Company at the time, he shall be counted in the quorum and shall be entitled to vote on the resolution in question.

14.2.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

14.2.3.1 extend to any actual or potential Conflict which may reasonably be expected to arise out of the matter so authorised;

14.2.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and

14.2.3.3 be terminated or varied by the directors at any time prior to the Conflict arising.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

14.2.4 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

14.2.4.1 disclose such information to the directors or to any director or other office or employee of the Company; or

14.2.4.2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

14.2.5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

14.2.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

14.2.5.2 is not given any documents or other information relating to the Conflict; and

14.2.5.3 *may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.*

14.2.6 Where the directors authorise a Conflict:

14.2.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and

14.2.6.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions, (if any) as the directors impose in respect of its authorisation.

14.2.7 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.

## **15. Proceedings of directors**

15.1 Directors will, subject to the terms of any Relevant Agreement and these Articles, have discretion as to the conduct of directors' meetings.

### **15.2 Voting**

15.2.1 Each Nominated Director shall be entitled to two votes on any business conducted at a directors' meeting; and

15.2.2 Each Co-opted Director shall be entitled to one vote on any business conducted at a directors' meeting.

### **15.3 Notice**

15.3.1 There shall be due and proper notice of meetings of directors, having regard to *the known availability of any particular director and the nature and urgency of the business to be considered.*

15.3.2 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

15.3.3 Notice of any directors' meeting must indicate:

15.3.3.1 its proposed time and date;

15.3.3.2 where it is to take place; and

15.3.3.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

15.3.4 Notice of a directors' meeting must be given to each director, but need not be in writing.

15.3.5 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the

Company, not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

#### 15.4 Quorum

15.4.1 The quorum for the transaction of business at a meeting of directors is two eligible directors (which must, if there are Nominated Directors appointed, include at least one Nominated Director), unless there is only one eligible director or a sole director of the Company, in which case such eligible or sole director shall constitute a quorum at meetings of the directors.

15.4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 14 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.

15.4.3 If, within thirty minutes (or such longer time not exceeding one hour as the chairman of the meeting decides) from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned to the same day in the next week, at the same time and place, or to such other time and place as shall be agreed by a majority of those present at the meeting, subject to the time and place of the adjourned meeting:

15.4.3.1 not being more than 1 month after the date of the adjourned meeting;

15.4.3.2 being on a day falling Monday to Friday and commencing not later than 8pm; and

15.4.3.3 being fairly set having regard to the known availability of the Shareholders.

At the adjourned meeting, the quorum shall be two eligible directors present (which must, if there are Nominated Directors appointed, include at least one Nominated Director), unless there is only one eligible director or a sole director of the Company, in which case such eligible or sole director shall constitute a quorum.

#### 15.5 Chairman

15.5.1 The directors may appoint a Chairman from among their number from time to time.

15.5.2 If the Chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

15.5.3 In the event of an equality of votes of the directors, the Chairman shall not have a casting vote.

15.5.4 Regulation 13 of the Model Articles shall not apply.

#### 15.6 Participation in directors' meetings

15.6.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

15.6.1.1 the meeting has been called and takes place in accordance with the Articles; and

15.6.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

15.6.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

15.6.3 *If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.*

15.6.4 Subject to the foregoing provisions a vote at a directors' meeting may take place by email.

#### 15.7 Board Minutes

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

15.7.2 Where such decision of the directors is 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.

### 16. Company Secretary

The Company, by ordinary resolution, may choose to appoint any person, whether legal or natural, to hold the office of company secretary and may appoint any such person to be an assistant secretary.

### 17. Notices

17.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

17.1.1 if properly addressed and sent by UK first class post to an address in the United Kingdom, 48 hours after it was posted or five business days after posting it either to an address outside the United Kingdom or from an address 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.

17.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

17.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

17.1.4 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.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

17.2 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.

## **18. Indemnity**

18.1 Subject to Article 18.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

18.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 18.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

18.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

18.3 In this Article:

18.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

18.3.2 a **"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).