

COMPANIES ACT 2006

NAAM HOLDINGS LIMITED (the "Company")

Registered in Scotland No. SC597467

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

PASSED ON 14 JUNE 2018

On the 14th day of JUNE 2018, the following RESOLUTIONS IN WRITING (such Resolutions to have effect as Ordinary and Special Resolutions, as indicated) were duly passed by the sole member of the Company entitled to attend and vote at a general meeting of the Company: -

ORDINARY RESOLUTIONS

1. Allotment of A Ordinary Shares

"THAT, subject to the passing of Resolution 5 below, in accordance with section 551 of the Companies Act 2006, the director of the Company be generally and unconditionally authorised to allot 79 A ordinary shares of £1 each in the capital of the Company, provided that this authority shall, unless renewed, varied or revoked by the Company, expire five years from the date hereof save that the Company may, before such expiry, make offers or agreements which would or might require relevant securities to be allotted and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired."

2. Allotment of B Ordinary Shares

"THAT, subject to the passing of Resolution 5 below, in accordance with section 551 of the Companies Act 2006, the director of the Company be generally and unconditionally authorised to allot 10 B ordinary shares of £1 each in the capital of the Company, provided that this authority shall, unless renewed, varied or revoked by the Company, expire five years from the date hereof save that the Company may, before such expiry, make offers or agreements which would or might require relevant securities to be allotted and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired."

3. Allotment of C Ordinary Shares

"THAT, subject to the passing of Resolution 5 below, in accordance with section 551 of the Companies Act 2006, the director of the Company be generally and unconditionally authorised to allot 10 C ordinary shares of £1 each in the capital of the Company, provided that this authority shall, unless renewed, varied or revoked by the Company, expire five years from the date hereof save that the Company may, before such expiry, make offers or agreements which would or might require relevant securities to be allotted and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired."



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4. Allotment of Preference Shares

"THAT, subject to the passing of Resolution 5 below, in accordance with section 551 of the Companies Act 2006, the director of the Company be generally and unconditionally authorised to allot 442,000 preference shares of £1 each in the capital of the Company, provided that this authority shall, unless renewed, varied or revoked by the Company, expire five years from the date hereof save that the Company may, before such expiry, make offers or agreements which would or might require relevant securities to be allotted and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired."

SPECIAL RESOLUTION

5. Adoption of new Articles of Association

"THAT, the regulations contained in the document attached and initialled for identification purposes by the director of the Company be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association."

6. Waiver of Pre-emption Rights

"THAT, all rights of pre-emption whether in terms of the articles of association of the Company, the Companies Act 2006 or otherwise be and are hereby waived in respect of any allotment of shares made pursuant to Resolutions 1, 2, 3, and 4 above."

The Company's Solicitor 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.


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Director
NAAM HOLDINGS LIMITED

Date: 14 JUNE 2018

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THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
NAAM HOLDINGS LIMITED

This print contains the new articles of association of the Company adopted pursuant to a Special Resolution of the members passed on 14 June 2018


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Director

PRINCES EXCHANGE, 1 EARL GREY STREET, EDINBURGH, EH3 9EE
Telephone 0131 228 8111 Fax 0131 228 8118
DX 723300 Edinburgh 43
E-mail enquiries@turcanconnell.com www.turcanconnell.com

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES of ASSOCIATION
of
NAAM HOLDINGS LIMITED
(the "Company")

1. Preliminary and Interpretation

1.1 The regulations contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 ("**Model Articles**") shall apply to the Company save insofar as they are excluded or varied hereby.

1.2 In these regulations and in the Model Articles that apply to the Company:

"**Act**" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

"**Alastair Chisholm**" means William Alastair Chisholm of c/o Turcan Connell, Princes Exchange, 1 Earl Grey Street, Edinburgh, EH3 9EE;

"**Articles**" means the articles of association for the time being of the Company;

"**A Shareholder**" means the holder or holders for the time being of A Shares;

"**A Shares**" means the A ordinary shares of £1.00 each in the capital of the Company having such rights as set out in these Articles and any Relevant Agreement;

"**Asset Sale**" means the disposal by the Company of all, or a substantial part of, its business and assets;

"**B Shareholder**" means the holder or holders for the time being of B Shares;

"**B Shares**" means the B ordinary shares of £1.00 each in the capital of the Company having such rights as set out in these Articles and any Relevant Agreement;

"**C Shareholder**" means the holder or holders for the time being of the C Shares;

"**C Shares**" means the C ordinary shares of £1.00 each in the capital of the Company having such rights as set out in these Articles and any Relevant Agreement;

"**Chairman**" means the chairman of the board of directors;

"**clear days**" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"executed" includes any competent mode of execution;

"Family Company" means, in relation to a Shareholder, a company of which the Family Member(s) of such Shareholder or a Family Trust of such Shareholder or the Shareholder himself are the sole or (whether on their own or through a combination of such persons) majority members;

"Family Member" means a parent or child or remoter issue (whether natural or adopted) of a Shareholder, himself or herself and **"Family Members"** shall be construed accordingly;

"Family Trust" means, in relation to a Shareholder being an individual or a deceased Shareholder, a trust of which: (a) the Family Member(s) of such Shareholder are the sole beneficiaries; or (b) the Family Member(s) of such Shareholder and a charitable body are the only beneficiaries;

"holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

"Incapable" shall have the meaning ascribed to it in Section 1(6) of the Adults with Incapacity (Scotland) Act 2000 and any consequent statutory modification, consolidation or re-enactment thereof);

"office" means the registered office for the time being of the Company;

"Ordinary Shares" means the A Shares, the B Shares, the C Shares and any other ordinary shares in issue from time to time of whatever class;

"Preference Shares" means the non-voting preferred shares of £1 each in the capital of the Company;

"Relevant Agreement" means any agreement concerning the management of the Company and any service contract or consultancy agreement relating to the Company;

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the buyer of those shares (or grantee of that right) acquiring a Controlling Interest in the Company, except where the shareholders and the proportion of shares held by each of them following completion of the sale are the same as the shareholders and their shareholdings in the Company immediately before to the sale.

"Shareholder" means a holder of shares in the Company for the time being as the case may be, which following Completion shall be the A Shareholder and/or the B Shareholder and/or the C Shareholder and/or the holder(s) from time to time of the Preference Shares, and **"Shareholders"** shall be construed accordingly;

"shares" (unless the context does not so admit) means the shares in the capital of the Company of whatever class, as of the date of adoption of these articles being all the A Shares and/or all the B Shares and/or all the C Shares and/or all the Preference Shares, and **"share"** shall be construed accordingly;

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

“United Kingdom” means Great Britain and Northern Ireland;

“writing” means writing by whatever means, including, without limitation, by electronic form, such that the recipient is able to read the writing in full, the writing is printable and contains no less information than if the writing were in hard copy;

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 members

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

3. Share Capital

- 3.1 The share capital of the Company is divided into A ordinary shares of £1.00 each, B ordinary shares of £1.00 each, C ordinary shares of £1.00 each and Preference Shares of £1.00 each. Notwithstanding any other provision(s) in these Articles, the Preference Shares shall carry no voting rights, and the holders thereof shall not be entitled to attend any meetings of the members or be counted in the quorum for members’ meetings.
- 3.2 Subject to the provisions of the Act, and without prejudice to sub-article 3.3, 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 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.
- 3.3 Before any new shares are issued they shall first be offered to the members on the same terms, and at the same price, as those shares are being offered to other persons in proportion, as nearly as may be, to the number and class of shares held by them. Such offer shall be made by notice in writing specifying the number 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 member 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 member (whichever shall be the earlier event) the directors shall allot the shares offered to the members 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 member the directors shall allot the same to the members applying for additional shares as nearly as may be (but without increasing the number allotted to any member beyond the number of additional shares he may have indicated that he is willing to purchase) in proportion to such member’s existing holding of shares.

- 3.4 The provisions of Article 10 shall apply to any renunciation of the allotment of any share as they would apply to any transfer of that share.
- 3.5 Section 561(1) and sub-sections (1) to (5) of Section 562 of the 2006 Act shall not apply to the Company.
- 3.6 Subject to any provision of the Act and Relevant Agreement the Company shall have the power to consolidate and/or subdivide shares in its capital.

4. Liquidation Preference

- 4.1 On a return of assets on liquidation, capital reduction or otherwise (other than a conversion, redemption or purchase of shares), the assets of the Company remaining after the payment of its liabilities shall (to the extent that the Company is lawfully able to do so) be applied in the following order of priority:
- 4.1.1 first, in paying to the holders of the Preference Shares an amount equivalent to the original subscription price per Preference Share and, if there is a shortfall of assets remaining to satisfy the entitlements of holders of Preference Shares in full, the proceeds shall be distributed to the holders of the Preference Shares in proportion to the amounts due to each such share held;
- 4.1.2 second, in paying the holders of the Ordinary Shares in proportion to the amounts due to each such share held.

5. Exit Provisions

- 5.1 The proceeds of a Share Sale shall be distributed in the order of priority set out in Article 4. The Directors shall not register any transfer of Shares if the proceeds of sale are not distributed in that manner (save in respect of any Shares not sold in connection with that Share Sale), provided that, if the proceeds of sale are not settled in their entirety on completion of the Share Sale:
- 5.1.1 the Directors may register the transfer of the relevant shares, provided that the proceeds have been distributed in the order of priority set out in Article 4; and
- 5.1.2 the Shareholders shall take any action required by the holder of any Preference Shares to ensure that the proceeds of sale are distributed in the order of priority set out in Article 4.
- 5.2 On an Asset Sale, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully able to do so) in the order of priority set out in Article 4. If it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by the holders of the Preference Shares (including (but not limited to) any actions that may be necessary to put the Company into voluntary liquidation so that Article 4 applies).

6. Redemption of Preference Shares

The directors of the Company shall determine the terms, conditions and manner of redemption of the Preference Shares.

7. Conversion of Preference Shares

- 7.1 Any holder of Preference Shares may at any time, by notice in writing to the Company, require conversion of all of the Preferred Shares held by it at any time into A Shares. Those Preferred Shares shall convert automatically on the date of service of such notice on the Company (unless such notice states that conversion is to be effective on some later date, or when any conditions specified in the notice have been fulfilled, in which case conversion shall take effect on that later date, or when such conditions have been fulfilled, as the case may be) (the "Conversion Date").
- 7.2 At least five Business Days after the Conversion Date each holder of the relevant Preference Shares shall deliver the certificate (or an indemnity in a form reasonably satisfactory to the Directors for any lost share certificate) for the shares being converted (together with such other evidence (if any) as the Directors may reasonably require to prove good title to those shares) to the Company at its registered office for the time being.
- 7.3 On the Conversion Date:
- 7.3.1 the relevant Preference Shares shall (without any further authority than that contained in these Articles) stand converted into A Shares on the basis of one A Share for each Preference Share held and the A Shares resulting from the conversion shall rank *pari passu* in all other respects with the existing issued A Shares;
- 7.3.2 the Company shall, if it has sufficient available profits, pay to the holder(s) of the Preference Shares being converted a dividend equal to all arrears and accruals of dividends in relation to those Preference Shares (to be calculated on a daily basis down to (and including) the date of conversion). If the Company has insufficient available profits to pay all such arrears and accruals of dividend amounts in full then it shall pay the same to the extent that it is lawfully able to do so and the balance of any such arrears or accruals shall be a debt due by the Company.
- 7.4 On the Conversion Date, the Company shall enter the holder of the converted Preference Shares on the register of Shareholders of the Company as the holder of the appropriate number of A Shares and, subject to the relevant holder of Preference Shares delivering the relevant share certificate (or indemnity or other evidence) in respect of the Preference Shares in accordance with this Article 7, the Company shall, within 28 days of the Conversion Date, forward a definitive share certificate for the appropriate number of fully paid A Shares to such holder of Preference Shares by post to his address as shown in the register of Shareholders, at his own risk and free of charge.

8. Powers to Issue Different Classes of Share

- 8.1 Subject to these Articles and any Relevant Agreement but without prejudice to the rights attached to any existing shares, the Company may issue classes of shares with such rights or restrictions as may be determined by the directors.
- 8.2 The A Shares, B Shares, C Shares and Preference Shares shall constitute different classes of shares for the purpose of the Act but except as otherwise expressly provided in these Articles shall confer on their holder the same rights and shall rank equally in all respects.

9. 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.

10. Transfer of Ordinary Shares and Pre-emption rights

- 10.1 Except as hereinafter provided, and as permitted by the Articles, no share (of whatever class) or any interest therein shall be transferred or otherwise disposed of unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- 10.2 If at any time a member or any other person entitled to be registered in respect of any shares shall desire to transfer or otherwise dispose of any shares registered in his name or any interest therein (hereinafter referred to as the "**Proposed Transferor**") he shall give notice (hereinafter called a "**Transfer Notice**") to the directors specifying the number of shares that he desires to sell or transfer. Except as hereinafter provided a Transfer Notice once given or deemed to be given shall not be revocable without the written consent of the A Shareholder. A Transfer Notice shall constitute the directors the agent of the Proposed Transferor to sell the Shares specified in the Transfer Notice (hereinafter referred to as the "**Offered Shares**") at the fair value fixed under article 10.10 hereof and in accordance with the provisions set out at articles 10.3 to 10.9 (inclusive).
- 10.3 The directors shall have the right, providing the Company complies with the Act, to elect to have the Company buy back its own shares through a purchase of the Offered Shares in place of all or any of the Shareholders on substantially the same terms and conditions as would have applied to a purchase by the Shareholders of the Offered Shares.
- 10.4 Upon the fair value being finally determined as provided in article 10.10 hereof, the directors shall forthwith by notice in writing notify the Proposed Transferor of the fair value. Within seven days of such notification the Proposed Transferor shall be entitled to serve notice on the directors withdrawing the Transfer Notice. If no such notice of withdrawal shall be given, the directors shall forthwith upon the expiry of such seven day period inform each member by notice in writing (other than the Proposed Transferor) of the number and price of the Offered Shares and invite each member to whom such notice is given to apply in writing to the directors within 7 days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the Offered Shares (being all or any thereof) as he shall specify in such application. The invitation shall be repeated on like terms by the directors until either all the members have indicated they do not wish to acquire any further shares or all of the shares the subject of a Transfer Notice are capable of being allocated.
- 10.5 The directors shall within seven days after the expiry of the 7 day period referred to in article 10.4, notify the Proposed Transferor of the number of Offered Shares (if any) for which they have found a purchaser or purchasers pursuant to article 10.4 and if the directors have found such a purchaser or purchasers in respect of some only of the Offered Shares the Proposed Transferor shall be entitled to withdraw the Transfer Notice (in whole but not in part) within five days of such notification.

- 10.6 Where the directors have received notices of application within the 7 day period referred to at article 10.4 from any Shareholders specifying the number of Offered Shares they wish to purchase the directors shall allocate those Offered Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants in accordance with the following principles:
- 10.6.1 where the Offered Shares are A Shares, the Offered Shares may only be allocated to any remaining A Shareholder pro rata as nearly as may be to their respective shareholding;
 - 10.6.2 where the Offered Shares are B Shares, the Offered Shares may only be allocated to any remaining B Shareholder pro rata as nearly as may be to their respective shareholding; and
 - 10.6.3 where the Offered Shares are C Shares, the Offered Shares may only be allocated to any remaining C Shareholder pro rata as nearly as may be to their respective shareholding;
- 10.7 The directors shall forthwith give notice in writing of allocations of Offered Shares pursuant to article 10.6 (hereinafter called an “Allocation Notice”) to the Proposed Transferor and to the persons to whom Offered Shares have been allocated and (provided that the aggregate number of shares so allocated coincides with the number of shares notified to the Proposed Transferor pursuant to article 10.5) the Proposed Transferor shall thereupon be bound to transfer the shares allocated upon payment of the fair value thereof. An Allocation Notice shall state the names and addresses of the purchasers and the number of shares agreed to be purchased by them respectively and the purchases shall be completed at such place and such time as shall be specified by the directors in such notice being not less than 14 days nor more than 28 days after the date of such Allocation Notice.
- 10.8 If in any case the Proposed Transferor on having become bound as aforesaid makes default in accepting payment of the fair value for any Offered Share or as the case may be in transferring the same, the directors may receive such purchase money and may nominate one of their number to execute an instrument of transfer of such share in the name and as attorney of the Proposed Transferor and thereafter when such instrument has been duly stamped the directors shall cause the name of the purchaser to be entered in the Register of Members as the holder of such share and where applicable shall hold the purchase money in trust without interest for the Proposed Transferor. The receipt of the directors for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after his name has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be capable of challenge by any person
- 10.9 Unless otherwise previously agreed by the A Shareholder in writing the Proposed Transferor shall not be entitled thereafter to transfer any of the Offered Shares to any party who is not a lineal descendant of Alastair Chisholm.
- 10.10 Fair Value
- 10.10.1 The fair value of any shares to be transferred pursuant to the provisions of this article 10 hereof shall be such sum as may be agreed between the Proposed Transferor and the directors within 7 days of the service upon the directors of a Transfer Notice in which such shares are comprised or in default of such agreement such sum as a

Chartered Accountant appointed in the manner described below shall certify in writing to be in his opinion the fair value thereof on the basis of:

- (a) a sale as between a willing vendor and a willing purchaser of the entire issued share capital of the Company in the open market and disregarding the fact that the said shares constitute a minority holding (or any other particular proportion) of shares in the Company;
- (b) that the transfer of shares is unrestricted by these Articles; and
- (c) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so.

10.10.2 The Chartered Accountant, referred to at article 10.10.1 shall be appointed by agreement between the Proposed Transferor and the directors within 7 days following the expiry of the period of 7 days referred to article 10.4 above, or failing agreement, shall be appointed on the application of the Proposed Transferor or the directors by the President for the time being of the Institute of Chartered Accountants in Scotland. In so certifying, such Chartered Accountant shall be deemed to be acting as an expert and not as an arbiter and all statutory references to arbitration shall not apply. His certificate shall be final and binding. The directors shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificate shall be borne by the Company.

10.11 A Transfer Notice shall be deemed to have been served pursuant to article 10.2 in respect of an individual member's entire holding of Shares immediately on such member becoming apparently insolvent, reaching an agreement with his creditors in respect of his debts or having a trustee in bankruptcy appointed to his estate (save that such a Transfer Notice shall be irrevocable). Where a Transfer Notice is deemed to have been served under this article 10.11 the price for the shares to be transferred shall be the fair value of such shares determined pursuant to article 10.10.

11. Permitted Transfers

11.1 Notwithstanding any other provision in these Articles, a Shareholder may at any time transfer his entire right, title and interest in all or any part of the shares held by them to any Family Member, the trustees of a Family Trust or a Family Company, without restriction as to price or otherwise and the directors shall register any such transfer.

11.2 Where the shares are held by trustees upon a Family Trust:

- 11.2.1 such shares may on a change of trustees be transferred to the new trustees of that Family Trust;
- 11.2.2 be transferred to the beneficiaries of such Family Trust; and
- 11.2.3 such shares may at any time be transferred to any person to whom under this paragraph the same could have been transferred by the original Shareholder if he had remained the holder of those shares.

12. Death or Incapability of a Shareholder

12.1 In the event of the death of a Shareholder or a Shareholder becoming Incapable, neither the trustees or executors nor the representatives of the deceased or Incapable Shareholder nor anyone claiming by or through any of them (all collectively referred to as "**the representatives of the deceased or Incapable Shareholder**") shall have as against the remaining Shareholders or Shareholder any right to be admitted as a Shareholder in the Company. In such event, the deceased or Incapable Shareholder's shares ("**the deceased or Incapable Shareholder's shares**") shall pass to or for the benefit of such one or more of the deceased or Incapable Shareholder's Family Members, a Family Trust or a Family Company of which any of the deceased or Incapable Shareholder's Family Member(s) may benefit and in such proportions as the deceased or Incapable Shareholder shall by inter vivos or testamentary writing nominate. Such nomination must be intimated to the remaining Shareholders in writing by the deceased or Incapable Shareholder's representatives within 6 months of the date of the deceased Shareholder's death or within 12 months of the Shareholder becoming Incapable as the case may be (the expiry of the 12 month nomination period or such earlier date that the representatives of the deceased or Incapable Shareholder give written notice to the remaining Shareholders or Shareholder that they do not intend to make such a nomination being referred to as "**the effective date**"). Failing such nomination timeously, the remaining Shareholders shall have the option of acquiring the deceased or Incapable Shareholder's shares in the Company, without restriction as to price, in such proportions to be agreed between them, if more than one, or, failing agreement, in the same proportions as their then existing shares in the Company but without taking into account the share of the deceased or Incapable Shareholder. Such option will be exercised by the remaining Shareholders or Shareholder within 6 months of the effective date by serving on the representatives of the deceased or Incapable Shareholder a notice intimating the exercise of the option conferred on them by this sub-clause.

12.2 The provisions of article 12.1 above shall not apply where an Incapable Shareholder has granted a valid continuing power of attorney in terms of which a Family Member of the Incapable Shareholder has been appointed to act as attorney.

12.3 Compulsory Sale ('Drag Along' and 'Tag Along' Provisions)

12.3.1 Subject to the provisions of Article 10 hereof (Transfer of Ordinary Shares and Pre-emption rights), in the event of an offer being received and accepted from a person who is not a member of the Company (the "**Acquirer**") for the purchase of more than 50% of the issued A Shares (the "**Majority Shareholdings**") from the holders of the Majority Shareholdings (the "**Majority Shareholders**") the following provisions shall apply:

12.3.2 The holders of the other shares in the capital of the Company (the "**Minority Shareholders**") shall, if required by the Acquirer and/or the Majority Shareholders (provided always that the transaction is a bona fide transaction at arm's length with a third party purchaser), be obliged contemporaneously to sell their entire holding of shares (the "**Minority Shareholdings**") to the Acquirer. The price payable in respect of each of the shares forming part of the Minority Shareholdings shall be the Specified Price (as defined in article 12.3.4 below). The Minority Shareholders hereby appoint the directors as their attorney to execute and deliver on their behalf, instruments of transfer in respect of the Minority Shareholdings and to receive the sale proceeds in respect thereof for and on behalf of the Minority Shareholders. Completion of the sale and purchase of the Minority Shareholdings shall take place at the same time and

place as completion of the sale and purchase of the Majority Shareholdings when the aggregate price for the Minority Shareholdings shall be paid in cash in exchange for a validly executed instrument of transfer accompanied by the relevant share certificate or an indemnity in respect thereof.

12.3.3 the Acquirer shall, if required by the Minority Shareholders (provided always that the transaction is a bona fide transaction at arm's length with a third party purchaser), be obliged contemporaneously to acquire the Minority Shareholdings. The price payable in respect of each of the shares forming part of the Minority Shareholdings shall be the *Specified Price* (as defined in article 12.3.4 hereof). The Minority Shareholders hereby appoint the directors as their attorney to execute and deliver on their behalf, instruments of transfer in respect of the Minority Shareholdings and to receive the sale proceeds in respect thereof for and on behalf of the Minority Shareholders. Completion of the sale and purchase of the Minority Shareholdings shall take place at the same time and place as completion of the sale and purchase of the Majority Shareholdings when the aggregate price for the Minority Shareholdings shall be paid in cash in exchange for a validly executed instrument of transfer accompanied by the relevant share certificate or an indemnity in respect thereof.

12.3.4 For the purposes of articles 12.3.2 and 12.3.3 above, the "**Specified Price**" in respect of the Minority Shareholdings shall be a price per share at least equal to that offered or paid or payable by the proposed transferee(s) (or their nominee(s)) for the shares forming the Majority Shareholdings plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Majority Shareholdings (including without limitation any increase in salary, bonus or termination payment).

13. Refusal of transfers

13.1 The directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share.

13.2 The directors shall refuse to register the transfer of a share on which the Company has a lien.

13.3 The directors shall refuse to register a transfer unless:

13.3.1 it has been presented to HMRC for stamping (unless it is exempt for stamp duty and the appropriate declarations have been made); and

13.3.2 it is lodged with the secretary of the Company and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer.

13.4 No share shall be transferred to any bankrupt or Incapable person.

13.5 Regulation 26 (5) of the Model Articles shall not apply.

14. Notice of general meetings

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

- 14.2 A general meeting of the members shall be called by at least 14 clear days' notice (save for meetings convened to consider a resolution requiring special notice, where the notice period shall be 28 clear days). A general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90 per cent in nominal value of the shares giving that right.
- 14.3 The notice shall specify the time and place of the meeting, the general nature of the business to be transacted and if the meeting is an annual general meeting, the notice shall specify that it is.
- 14.4 Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members and to the directors and auditors (if any such auditors are appointed to the Company). The accidental omission to give any member or director/the directors notice shall not invalidate an otherwise competently held and called meeting.

15. Proceedings at General Meetings and Voting

- 15.1 No business shall be transacted at any general meeting unless the requisite quorum is present. Three members present in person or by proxy shall be a quorum for all purposes unless there is only one member of the Company, in which case a decision taken by that member in general meeting, is effective as if agreed by the Company in general meeting and such sole member shall constitute a quorum at meetings of the members. A decision taken by a sole member shall be recorded in writing and a copy shall be provided to the Company. Regulation 38 of the Model Articles is modified accordingly.
- 15.2 If, within fifteen 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:

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

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

15.2.3 being fairly set having regard to the known availability of the members.

At the adjourned meeting, the quorum shall be three members present in person or by proxy.

- 15.3 Regulation 41 of the Model Articles shall not apply.
- 15.4 A corporate member or trust may, by resolution of its directors, trustees 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 members. 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 member.
- 15.5 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 members an opportunity to instruct the proxy how he shall act, the instrument appointing a proxy shall be in any form which enables the members 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.

15.6 Regulation 45 of the Model Articles shall not apply.

16. Number of directors

The minimum number of directors shall be one, and unless otherwise determined by an Ordinary Resolution, there shall be no maximum number.

17. Alternate directors

17.1 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 sub-article 17.2 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.

17.2 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 appointor is a member, 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.

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

17.4 Without prejudice to sub-article 17.2 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 directors may not appoint an alternate to attend board meetings or vote on board resolutions.

18. Appointment and retirement of directors

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

18.2 Any person who is willing to act as a director, and is permitted by law to do so, may, subject to the terms of a Relevant Agreement, be appointed to be a director:

18.2.1 by ordinary resolution; or

18.2.2 by a resolution of a majority of the directors.

19. Disqualification and removal of directors

19.1 Subject to the terms of a Relevant Agreement, the office of director shall be vacated if:

- 19.1.1 he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
 - 19.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 19.1.3 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
 - 19.1.4 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have;
 - 19.1.5 he resigns his office by notice to the Company;
 - 19.1.6 if he is a Shareholder he ceases to hold shares in the capital of the Company; or
 - 19.1.7 he is removed from office under Section 168 and 169 of the Act.
- 19.2 Regulation 18 of the Model Articles shall not apply.

20. Directors' interests

20.1 Transactional

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:

- 20.1.1 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;
- 20.1.2 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;
- 20.1.3 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;
- 20.1.4 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;
- 20.1.5 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
- 20.1.6 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.

20.2 Situational

20.2.1 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 breaching his duty under section 175 of the Act to avoid conflicts of interest* (a "Conflict").

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

- (a) 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;
- (b) 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
- (c) 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.

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

- (a) extend to any actual or potential Conflict which may reasonably be expected to arise out of the matter so authorised.
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
- (c) 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.

20.2.4 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:

- (a) disclose such information to the directors or to any director or other office or employee of the Company; or
- (b) 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.

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

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict; and
- (c) 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.

20.2.6 Where the directors authorise a Conflict:

- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and
- (b) 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.

20.2.7 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.

21. Proceedings of directors

Directors will have discretion as to the conduct of directors' meetings, subject to the provisions of this article 21.

21.1 Notice

21.1.1 Unless the directors otherwise agree or in circumstances of urgency, meetings of the directors will be convened on giving not less than 14 days' notice.

21.1.2 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.

21.1.3 Notice of any directors' meeting must indicate:

- (a) its proposed time and date;
- (b) where it is to take place;
- (c) 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; and

(d) include an agenda and the most recent available management accounts.

21.1.4 Notice of a directors' meeting must be given to each director in writing, which may include email.

21.1.5 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.

21.2 Quorum

21.2.1 A quorum of directors shall be two, which must include the Chairman, present in person or by proxy.

21.2.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 20 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.

21.2.3 If, within fifteen 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 the Chairman or, failing him, the majority of the directors determine, subject to the time and place of the adjourned meeting:

- (a) not being more than 1 month after the date of the adjourned meeting;
- (b) being on a day falling Monday to Friday and commencing not later than 8pm; and
- (c) being fairly set having regard to the known availability of the members.

At the adjourned meeting, the quorum shall be two, which must include the Chairman, present in person or by proxy.

21.3 Chairman

21.3.1 The Chairman of the board of directors shall be Natalie Chisholm.

21.3.2 The Chairman shall have a casting vote on any decisions taken at board meetings of the directors.

21.3.3 If the Chairman is not participating in a directors' meeting within fifteen minutes of the time at which it was to start, the meeting shall be adjourned and the provisions of article 21.2.3 shall apply.

21.3.4 The Chairman's appointment may only be terminated in accordance with article 19.1.

21.3.5 Regulation 13 of the Model Articles shall not apply.

21.4 Participation in directors' meetings

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

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

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

21.4.3 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.

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

21.5 Board Minutes

21.5.1 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.

21.5.2 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.

22. 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.

23. Dividends

23.1 The directors may declare and pay dividends as they see fit in accordance with the terms of these Articles and any Relevant Agreement.

23.2 The A Shares, B Shares, C Shares and Preference Shares shall constitute different classes of shares and the director may declare dividends at different rates in respect of classes.

23.3 The payment by the directors of any unclaimed dividends or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. Any dividend unclaimed after a period of five years from the date when it became due for payment shall be forfeited and cease to remain owing by the Company.

24. Notices

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

- 24.1.1 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;
- 24.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 24.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 24.1.4 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.

- 24.2 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.

25. Indemnity

- 25.1 Subject to article 25.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
 - 25.1.1 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
 - 25.1.2 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 25.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 25.2 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.
- 25.3 In this article:

- 25.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 25.3.2 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).