

COMPANIES ACT 2006

ALAN YOUNG ENGINEERING HOLDINGS LIMITED (the "Company")

Registered in Scotland No. SC656006

**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 *9th March* **2020**

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.

..... *W.A. Cameron*

Director

ALAN YOUNG ENGINEERING HOLDINGS LIMITED

Date: *9-3-2020*



TURCAN CONNELL

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ALAN YOUNG ENGINEERING HOLDINGS LIMITED

(Company Number: SC656006)

This print contains the articles of association
of the Company adopted pursuant to a special
resolution dated 9.3.2020 ~~2020~~



.....
Director

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES of ASSOCIATION

(Adopted pursuant to a special resolution dated9th March..... 2020)

of

ALAN YOUNG ENGINEERING HOLDINGS LIMITED

(Company Number: SC656006)

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;

"Articles" mean the articles of association for the time being of the Company;

"the Auditors" means the auditors from time to time of the Company, but failing the appointment of auditors, the Company's certifying accountants;

"Available Profits" means the profits of the Company available for distribution within the meaning of Part 23 of the Act;

"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;

"DJF" means Daniel James Findlater, a Shareholder at the date of adoption of these Articles;

"executed" includes any competent mode of execution;

"Group" means the Company and any subsidiary or holding company from time to time of the Company, and any other subsidiary from time to time of the Company's holding company (and the expression **"Group Company"** shall be construed accordingly;

"holder" in relation to shares means the Shareholder 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;

"Loans" means, in relation to a Shareholder, any loans to the Company made by that Shareholder;

"MPD" means Martin Paul Driske, a Shareholder at the date of adoption of these Articles;

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

"Ordinary Shares" means the ordinary shares of £1.00 each in the capital of the Company;

"Relevant Agreement" means any agreement concerning the management of the Company, including, without limitation any shareholders' agreement, service contract, loan agreement or consultancy agreement relating to the Company;

"Relevant Proportions" means the proportions in which the Shareholders own the shares from time to time;

"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;

"shares" (unless the context does not so admit) means the Ordinary Shares;

"Shareholders" means the holders of shares in the capital of the Company (of whatever class) from time to time;

"United Kingdom" means Great Britain and Northern Ireland;

"WGC" means William George Cameron, a Shareholder at the date of adoption of these Articles;

"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 Shareholders

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

3. Share Capital

The issued share capital of the Company as at the date of the adoption of these articles is divided into Ordinary Shares of £1.00 each.

4. Issue of Shares

- 4.1 Subject to the provisions of the Act, and without prejudice to Article 4.2, 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.
- 4.2 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.
- 4.3 Any shares not taken up at the end of the procedure set out in Article 4.2 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.
- 4.4 Section 561(1) and sub-sections (1) to (5) of Section 562 of the Act shall not apply to the Company.

5. Share Rights

- 5.1 The shares shall have attached to them full voting, dividend and capital distribution (including on winding up) rights.
- 5.2 No Ordinary Share shall be redeemable.
- 5.3 The rights attached to any class may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of 75% of the issued shares of that class, or with the sanction of any extraordinary resolution passed at a separate general meeting of the holders of the shares of the class.

6. Distributions

- 6.1 Subject to the terms of issue of the share in question, the company may, by special resolution of the shareholders on the recommendation of the directors, decide to pay all or part of a distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

6.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- a) fixing the value of any assets;
- b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- c) vesting any assets in trustees.

7. 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.

8. Purchase of own shares

Subject to the Act, but without prejudice to any other provisions of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of (a) £15,000 and (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

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. Share Transfers

10.1 Except as hereinafter provided, 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 Shareholder or any other person entitled to be registered in respect of any shares shall desire to transfer or otherwise dispose of the 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 each of the Shareholders. 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**") on the following conditions:

10.2.1 the Offered Shares shall be offered as set out in this Article 10;

10.2.2 following the procedure set out in Article 10.5; and

10.2.3 the price shall be the fair value fixed under Article 10.4.

10.3 The Shareholders 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 and at the same price as would have applied to a purchase by the Shareholders of the Offered Shares.

10.4 The fair value of any shares to be transferred pursuant to the provisions of Article 10.2 hereof shall be:

10.4.1 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 on the basis of:

- (i) 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);
- (ii) that the transfer of shares is unrestricted by this Agreement and/or the Articles; and
- (iii) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so.

10.4.2 any disputes concerning the determination of the fair value of the Offered Shares shall be referred to an independent chartered accountant appointed by the President for the time being of the Institute of Chartered Accountants in Scotland within 7 days following the expiry of the period of 7 days referred to in Article 10.4.1 (hereinafter called the "Chartered Accountant"). In so certifying the net asset value as stated in the Management Accounts the 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, and 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.

10.5 Upon the fair value being finally determined as provided in Article 10.4:

10.5.1 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 save where a Transfer Notice is deemed to be served pursuant to Article 11 below. If no such notice of withdrawal shall be given, the Directors shall forthwith upon the expiry of such seven day period inform each Shareholder (other than the Proposed Transferor) of the number and price of the Offered Shares and invite each Shareholder to whom such notice is given to apply in writing to the Directors within three months of the date of despatch of the notice (which 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 Shareholders have

indicated they do not wish to acquire any further shares or all of the shares which are the subject of a Transfer Notice are capable of being allocated

- 10.5.2** The Directors shall within seven days after the expiry of the three month period referred to in Article 10.5.1 notify the Proposed Transferor of the number of Offered Shares (if any) for which they have found a purchaser or purchasers pursuant to Article 10.5.1 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.
- 10.5.3** During the six months following the expiry of the period of [three months] referred to in Article 10.5.2 the Proposed Transferor (whether or not the Transfer Notice has been withdrawn under Article 10.5.2) shall be at liberty to transfer to any person or persons at the same price not being less than the fair value fixed under Article 10.4 any share not allocated in accordance with the foregoing provisions of this Article, provided that if the Proposed Transferor has withdrawn the Transfer Notice under Article 10.5.2 he shall not be entitled (save with the written consent of each of the Shareholders) to sell hereunder only some of the Offered Shares.
- 10.5.4** If the Shareholders shall within the period of three months referred to in Article 10.5.1 apply for all or (except where the Transfer Notice is withdrawn as aforesaid) any of the Offered Shares the Directors shall allocate the Offered Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in the case of competition the Offered Shares shall be allocated pro rata as nearly as may be to their respective shareholding, provided that no applicant shall be obliged to take more than the maximum number of Offered Shares specified by him as aforesaid.
- 10.5.5** The Directors shall forthwith give notice in writing of allocations of Offered Shares pursuant to Article 10.5.4 (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 10.5.2) the Proposed Transferor shall thereupon be bound to transfer the shares allocated upon payment of the fair value in accordance with Article 10.6. 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 Notice.
- 10.5.6** 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.

10.6 A Shareholder may waive his right to receive a notice from the Company under Article 10.2 hereof in respect of a proposed transfer and upon so doing shall cease to have any right of pre-emption in respect of the shares concerned under this Article 10 and if all the entitled Shareholders waive their rights to such notice, the provisions of Article 10.1 hereof shall not apply and the Directors of the Company shall (subject to the provisions of these Articles) be bound to register a transfer of the shares concerned.

11. Deemed Transfers

11.1 A Transfer Notice shall be deemed to have been served pursuant to Article 10.2 hereof in respect of a Shareholder's entire holding of shares immediately on the occurrence of any of the following events (save that such a Transfer Notice shall be irrevocable without the prior written consent of all Shareholders):

- (a) the death of a Shareholder; or
- (b) a Shareholder becoming Incapable; or
- (c) a Shareholder becoming apparently insolvent, reaching an agreement with his creditors in respect of his debts or having a trustee in bankruptcy appointed to his estate; or
- (d) in respect of a Shareholder who is also an officer and/or employee of the Company, such Shareholder's office or employment being terminated by the Company at any time by reason of redundancy; or
- (e) a Shareholder ceasing to be an employee and/or a director of the Company by reason of resignation (where such resignation is not a Constructive Dismissal); or
- (f) a Shareholder ceasing to be an employee and/or a director of the Company following a dismissal by the Company which is not a Wrongful Dismissal (and is not be reason of redundancy); or
- (g) a Shareholder ceasing to be an employee and/or director of the Company following a dismissal by the Company which is a Wrongful Dismissal; or
- (h) a Shareholder ceasing to be an employee and/or director of the Company as a result of a Constructive Dismissal; or
- (i) a Shareholder committing a material or persistent breach of their obligations under a Relevant Agreement; or
- (j) a Shareholder being absent from the Company for a continuous period of 12 months.

11.2 Where a Transfer Notice has been deemed to have been served, then:

11.2.1 in respect of any of Sub-Articles (a), (b), (d), (g), (h) or (j) of Article 11.1 above the price for each share to be transferred shall be the higher of fair value as determined pursuant to Article 10.4 and the nominal value; or

11.2.2 in respect of any of Sub-Articles (c), (e), (f) or (i) of Article 11.1 above the price for each share to be transferred shall be the lower of fair value as determined pursuant to Article 10.4 and the nominal value.

11.3 In the event of a Shareholder failing to deliver a stock transfer form or resignation in customary terms resigning from the office of all Group Companies, any such Shareholder shall be deemed to have appointed the directors (other than himself as the case may be) as his attorney to execute a stock transfer form and resignation letter on his behalf and to deliver it to the Company.

12. Compulsory Sale ('Drag Along' and 'Tag Along' Provisions)

12.1 In the event of an offer being received and accepted from a person who is not a Shareholder of the Company (the "Acquirer") for the purchase of 51% of the ordinary share capital of the Company (the "Majority Shareholding") the following provisions shall apply:

12.1.1 each holder of the other shares in the capital of the Company (the "Minority Shareholders") shall, if required by the Acquirer and/or the holder(s) of the Majority Shareholding (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 his 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 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.

12.1.2 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). 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 Majority Shareholder. 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.

12.2 No sale or transfer of the Minority Shareholdings to a person or persons who was not a Shareholder or Shareholders of the Company on the date of adoption of the Articles shall be made or registered unless, before the transfer is lodged for registration, (and the Directors may not register the transfer(s) until) the proposed transferee(s) or their nominee(s) has or have irrevocably and validly offered to purchase all of the Minority Shareholdings at a price which is not less than the Specified Price.

12.3 For the purposes of Articles 12.1 and 12.2 hereof, "the Specified Price" in respect of the Minority Shareholdings shall be the higher of 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, any bonus or termination payment) and in the event of disagreement the calculation of the Specified Price shall be referred to an independent Chartered Accountant appointed (a) by agreement between the Majority Shareholders (on the one hand) and the Minority Shareholders (on the other hand); or (b) (failing such agreement) on the application of the Majority or Minority Shareholders 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.

13. Refusal of transfers

13.1 The directors shall refuse to register any proposed transfer of a share other than a transfer made pursuant to or permitted by the provisions of these articles and save as provided in Articles 13.2, 13.3 and 13.4 the directors shall register any transfer so made or permitted.

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:

- a) it has been presented to HMRC for stamping (unless it is exempt for stamp duty and the appropriate declarations have been made); and
- b) 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 Shareholders, the Company shall not be required to hold an annual general meeting.

14.2 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.

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

14.4 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 Auditors of the Company.

The accidental omission to give any Shareholder 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. Two Shareholders, 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.

15.2 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:

- a) *not being more than 1 week 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 Shareholders.*

At the adjourned meeting, the quorum shall be any two Shareholders entitled to vote upon the business to be transacted present in person or by proxy.

15.3 Regulation 41 of the Model Articles shall not apply.

15.4 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.

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 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.

15.6 Regulation 45 of the Model Articles shall not apply.

16. 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.

17. Alternate directors

- 17.1 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 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 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.
- 17.3 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.
- 17.4 An alternate director shall cease to be an alternate director if his appointor ceases to be a director.
- 17.5 Without prejudice to 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.

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 be appointed to be a director:
- a) by ordinary resolution; or
 - b) by a resolution of a majority of the directors.
- 18.3 MPD, DJF and WGC (for as long as each holds shares) shall each have the right to appoint a director to the board, and such director shall, subject to Article 19, be incapable of being removed by any other Shareholder.

19. Disqualification and removal of directors

19.1 The office of director shall be vacated if:

- a) 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
- b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- c) he becomes Incapable; or
- d) he resigns his office by notice to the Company; or
- e) in the case of any director not appointed pursuant to Article 18.3, he is removed from office pursuant to sections 168 or 169 of the Act.

19.2 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.

19.3 Regulation 18 of the Model Articles shall not apply.

20. Directors' Interests

20.1 Transactional

20.1.1 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:

- a) 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;
- b) 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;
- c) 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;
- d) 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;
- e) 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

- f) 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 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”).

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

21.1 Notice

21.1.1 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.

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; and
- 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.

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

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 The quorum for the transaction of business at a meeting of directors is any one eligible director.

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 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:

- 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 Shareholders.

At the adjourned meeting, the quorum shall be one eligible director present.

21.3 Chairman

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

21.3.2 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.

21.3.3 In the event of an equality of votes of the directors, the Chairman shall have a casting vote.

21.3.4 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. Notices

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

- a) 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.
- b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

- d) 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.

- 23.2 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.

24. Indemnity

- 24.1 Subject to Article 24.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- a) 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
- b) 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
- c) 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 24.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

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

- 24.3 In this Article:

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