

TURCAN CONNELL

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

3R BioRecovery Limited

This print contains the articles of association
of the Company adopted pursuant to a
special resolution dated 17.3.21



Director

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES of ASSOCIATION

(Adopted pursuant to a special resolution dated)

of

3R BioRecovery 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:

"**A Director**" means the Director appointed by the A Shareholder pursuant to Article 18.3;

"**A Shareholder**" means the holder or holders of A Shares in the Company from time to time;

"**A Shares**" means the A Ordinary Shares of £1.00 each in the capital of the Company and having such rights as set out in these Articles;

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

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

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

"**B Shareholder**" means the holder or holders of B Shares in the Company from time to time;

"**B Shares**" means the B Ordinary Shares of £1.00 each in the capital of the Company and having such rights as set out in these Articles;

"**C Shareholder**" means the holder or holders of C Shares in the Company from time to time;

"**C Shares**" means the C Ordinary Shares of £1.00 each in the capital of the Company and having such rights as set out in these Articles;

"**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;

“Fair Value” means, in relation to (i) a B Share or a C Share, such value as may be agreed between the relevant Shareholder and the A Director (or if there is no A Director, the board of directors) or, (ii) an A Share, such value as may be agreed between the A Shareholder and the board of directors) 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 this Agreement or the 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.

The Chartered Accountant referred to above shall be appointed by agreement between the relevant Shareholder and the Directors or, failing such agreement, shall be appointed (on the application of the relevant Shareholder 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.

“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;

“office” means the registered office for the time being of the Company;

“Relevant Agreement” means any agreement concerning the management of the Company including any Shareholders’ Agreement and any service contract or consultancy agreement relating to the Company;

“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;

“Shareholder” means a holder of shares in the Company for the time being as the case may be and **“Shareholders”** shall be construed accordingly;

“Shareholders Agreement” means the shareholders agreement entered into among the Shareholders of the Company and the Company on or around the date of adoption of these Articles, or any variation or replacement thereof;

“shares” (unless the context does not so admit) means the shares in the capital of the Company, and **“share”** shall be construed accordingly;

“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 Shareholders

The liability of the Shareholders 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 Shares, B Shares and C Shares.

3.2 Subject to the provisions of the Act, and without prejudice to 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 Shareholders 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 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 Shareholder may state if they wish to purchase any shares in addition to the proportion offered to them. 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 they may have indicated that they are willing to purchase) in proportion to such Shareholder's existing holding of shares.

- 3.4 The provisions of Article 9 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.

4. Powers to Issue Different Classes of Share

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.

5. Rights Attaching to Shares

- 5.1 The A Shares, B Shares and C Shares shall constitute different classes of share for the purpose of the Act, but except as otherwise expressly provided in these Articles or any Relevant Agreement shall rank equally in all respects.
- 5.2 The rights attaching to the A Shares, the B Shares and the C Shares shall be as follows:

5.2.1 As regards income:

The directors shall have the right to declare and pay dividends at different rates in respect of the A Shares, B Shares and C Shares.

5.2.2 As regards capital:

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 (to the extent that the Company is lawfully able to do so) be applied:

- 5.2.2.1. firstly, in repaying to all the Shareholders the amounts paid up or credited as paid up on the Shares held by them; and
- 5.2.2.2. secondly, the remaining surplus assets of the Company shall be distributed among the Shareholders, rateably according to the amounts paid up or credited as paid up on such Shares as are held by them respectively.

5.2.3 As regards voting:

- 5.2.3.1. the A Shareholders and the B Shareholders shall be entitled to receive notice of, speak, vote and be counted towards a quorum on any resolution concerning any business or assets of the Company, whether at a general meeting or otherwise.
- 5.2.3.2. The C Shareholders shall have no entitlement to receive notice of, speak, vote or be counted towards a quorum on any resolution concerning any

business or assets of the Company, whether at a general meeting or otherwise.

6. Dividends and distributions

- 6.1 The directors may declare and pay dividends or make distributions as they see fit in accordance with and subject to the terms of the Act, these Articles and any Relevant Agreement.
- 6.2 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.

7. Consolidation and/or Sub-Division

- 7.1 Subject to the Act, and any Relevant Agreement, 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.
- 7.2 Nothing in these Articles shall prohibit the Company from purchasing its own shares.

8. 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.

9. Transfer of Ordinary Shares and Pre-Emption rights

- 9.1 Except as hereinafter provided, and as otherwise permitted by these Articles, no B Share or C Share or any interest therein shall be transferred or otherwise disposed of unless and until the rights of pre-emption hereinafter conferred have been satisfied.
- 9.2 The A Shares shall be freely transferrable without the application of any rights of pre-emption.
- 9.3 If at any time a B Shareholder or C Shareholder any other person entitled to be registered in respect of any such shares shall desire to transfer or otherwise dispose of any B Shares or C 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 B Shares or C 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 all 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**") in accordance with the provisions set out at Articles 9.3 to 9.10 (inclusive). The price for the Offered Shares shall be

such price as is agreed between the A Shareholders (acting by majority if there is more than one of them) and the Proposed Transferor, or, failing such agreement, nominal value.

- 9.4 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.
- 9.5 Within 7 days of the price for the Offered Shares being agreed or being set at nominal value in accordance with Article 9.3 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 7 day period inform each A Shareholder by notice in writing of the number and price of the Offered Shares and invite each A Shareholder to whom such notice is given to apply in writing to the Directors within 14 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 A Shareholders have indicated they do not wish to acquire any further shares or all of the shares which are the subject of the Transfer Notice are capable of being allocated.
- 9.6 The Directors shall, within 14 days after the expiry of the 14 day period referred to in Article 9.5, notify the Proposed Transferor of the number of Offered Shares (if any) for which they have found a purchaser or purchasers pursuant to Article 9.5 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.
- 9.7 Where the Directors have received notices of application within the 14 day period referred to at Article 9.5 from any A 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:
- 9.7.1 the Offered Shares shall be allocated to and amongst the A Shareholders in proportion to the number of shares that they are registered or unconditionally entitled to be registered as holders; and
- 9.7.2 no applicant shall be obliged to take more than the maximum number of Offered Shares specified by him as aforesaid.
- 9.8 The Directors shall forthwith give notice in writing of allocations of Offered Shares pursuant to Article 9.7 (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 9.6) the Proposed Transferor shall thereupon be bound to transfer the shares allocated upon payment of the price therefor. 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.

- 9.9 If in any case the Proposed Transferor on having become bound as aforesaid makes default in accepting payment of the price 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.
- 9.10 If the A Shareholders do not apply for the Offered Shares and the Proposed Transferor has not withdrawn the Transfer Notice, the Proposed Transferor may, during the 6 months following the expiry of the period of 14 days referred to at Article 9.6 hereof, transfer the Offered Shares to any person at any price (provided such price is not less than the Fair Value of such Offered Shares) but only with the prior written consent of the A Shareholders (acting as a class if there is more than one of them). If the A Shareholders do not consent to such transfer, the Proposed Transferor shall be deemed to have withdrawn the Transfer Notice at the end of the 6 month period referred to above in this Article 9.10 provided always that if the Proposed Transferor has withdrawn the Transfer Notice under Article 9.6 hereof he shall not be entitled to sell hereunder only some of the Offered Shares to any person.
- 9.11 Any share transferred to a Shareholder shall automatically be re-designated as a share of the same class as those shares already held by the relevant Shareholder.

10. Deemed Transfers

- 10.1 If at any time a B Shareholder or C Shareholder (hereinafter referred to as the “**Deemed Transferor**”) shall be required in accordance with the provisions of Article 10.4 to transfer their shares, they shall be deemed to have given notice (hereinafter called a “**Deemed Transfer Notice**”) to transfer or otherwise dispose of all shares registered in their name or any interest therein to the directors. A Deemed Transfer Notice shall constitute the directors (other than any director appointed by the Deemed Transferor) the agent of the Deemed Transferor to sell all of the Deemed Transferor’s shares (hereinafter referred to as the “**Offered Shares**”) in accordance with the following provisions:
- 10.1.1 The Shareholder(s) other than the Deemed Transferor 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;
- 10.1.2 Within 10 days of the date of deemed receipt of the Deemed Transfer Notice the directors shall give notice to the Shareholders (other than the Deemed 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 21 days 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 the applicant shall specify in such application.

- 10.1.3 If the said Shareholders shall within the period of 21 days referred to in Article 10.1.2 apply for all or 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 pro rata as nearly as may be to their respective shareholding, except that no applicant shall be obliged to take more than the maximum number of Offered Shares specified by him as aforesaid.
- 10.1.4 The directors shall forthwith give an Allocation Notice in respect of the Offered Shares allocated pursuant to Article 10.1.2 to the Deemed Transferor and to the person(s) to whom Offered Shares have been allocated and the Deemed Transferor shall thereupon be bound to transfer the shares allocated upon payment of the price therefor.
- 10.1.5 If in any case the Deemed Transferor on having become bound as aforesaid makes default in accepting payment 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 Deemed 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 Deemed 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.
- 10.2 If an Allocation Notice does not relate to all of the Offered Shares, and the Directors have not elected to have the Company buy back the Offered Shares, then the Deemed Transferor shall be required to transfer the surplus Offered Shares to a third party chosen by the Directors (other than any Director appointed by the Deemed Transferor).
- 10.3 All of the Offered Shares shall, from the date of the Deemed Transfer Notice automatically, and without the need for any further resolution of the Directors or the Shareholders, have all voting rights suspended in respect of them (whether on a show of hands or on a poll vote) and shall carry no entitlement for the holder thereof to:
- 10.3.1 receive notices of any general meetings of the Company;
- 10.3.2 attend or speak at any general meetings of the Company; or
- 10.3.3 receive, sign or vote in respect of any resolution proposed to be passed by way of written resolution of the Company,
- save that such rights shall be automatically restored in respect of each Offered Share on completion of the relevant transfer.
- 10.4 A Deemed Transfer Notice shall be deemed to have been served pursuant to Article 10.1 in respect of a B Shareholder or C Shareholder's entire holding of shares immediately on the occurrence of any of the following events:
- 10.4.1 the death of such B Shareholder or C Shareholder;

- 10.4.2 such B Shareholder or C Shareholder becoming Incapable (and for the avoidance of doubt, in the event of a B Shareholder or C Shareholder becoming Incapable, whether permanently or temporarily, the powers granted to any attorneys appointed under a valid continuing power of attorney shall not, subject to the terms of any Relevant Agreement be binding on, or recognised as valid by, the Shareholder(s), the directors or the Company);
- 10.4.3 In respect of an individual B Shareholder or C Shareholder, his office or employment being termination by reason of redundancy;
- 10.4.4 In respect of an individual B Shareholder or C Shareholder, his ceasing to be an employee and/or director of the Company following a dismissal which is a Wrongful Dismissal;
- 10.4.5 In respect of an individual B Shareholder or C Shareholder, his ceasing to be an employee and/or director of the Company as a result of a Constructive Dismissal;
- 10.4.6 in respect of an individual B Shareholder or C Shareholder, his ceasing to be an employee and/or a director of a Group Company by reason of resignation (where such resignation is not a Constructive Dismissal);
- 10.4.7 in respect of an individual B Shareholder or C Shareholder, his ceasing to be an employee and/or a director of a Group Company following a dismissal which is not a Wrongful Dismissal (and is not be reason of redundancy);
- 10.4.8 such B Shareholder or C Shareholder committing a material or persistent breach of their obligations and/or non-performance of their duties under a Relevant Agreement and/or Service Agreement and such breach is either (i) not capable of being remedied or (ii) or is not remedied within 7 days of being requested to do so by the other Shareholder(s); or
- 10.4.9 in respect of an individual B Shareholder or C Shareholder, such B Shareholder or C Shareholder becoming apparently insolvent, reaching an agreement with their creditors in respect of their debts or having a trustee in bankruptcy appointed to their estate.
- 10.5 Where a Deemed Transfer Notice is deemed to have been served in respect of Shares pursuant to Article 10.4, then:
 - 10.5.1 in respect of any of the events set out in Articles 10.4.1 to 10.4.510.4.3 inclusive (hereinafter called a "Good Leaver Event") the price for each share to be transferred shall be the Fair Value; or
 - 10.5.2 in respect of any of the causes set out in Articles 10.4.6 to 10.4.8 inclusive (hereinafter called a "Bad Leaver Event") the price for each share to be transferred shall be the nominal value of those shares, unless the Shareholders other than the Deemed Transferor (as defined in the Articles) determine that the Bad Leaver Event is a Good Leaver Event, in which case the price for each share to be transferred shall be the Fair Value.

11. Death or Incapability of an A Shareholder

- 11.1 In the event of the death of an A Shareholder or an A Shareholder becoming Incapable, and it is likely the incapacity will be permanent or prolonged in nature rather than temporary, ("**the deceased or Incapable A Shareholder**") the trustees or the executors or the representatives of the deceased or Incapable A Shareholder or anyone claiming by or through any of them (all collectively referred to as "**the Representatives**") shall have the right to be admitted as a Shareholder in the Company.
- 11.2 In the event of an A Shareholder becoming Incapable, whether permanently or temporarily, the powers granted to any attorneys appointed under a valid continuing power of attorney shall, subject to the terms of any Relevant Agreement be binding on, and recognised as valid by, the Shareholder(s), the directors and the Company.
- 11.3 The price at which the option conferred by the foregoing Article will be exercised will be the Fair Value (but as at the date of death or date of the Incapacity of the Incapable Shareholder) and will be payable within twelve months of the option being exercised.

12. Drag Along

- 12.1 Notwithstanding the provisions of Article 9 hereof, 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 at least 51% of the shares in capital of the Company (the "**Sale Shareholding**") the following provisions shall apply:
- 12.1.1 The holders of the other shares (the "**Other Shareholders**") shall, if required by the Acquirer and/or the holder of the Sale Shareholding (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 "**Other Shareholdings**") to the Acquirer. The price payable in respect of each of the shares forming part of the Other Shareholdings shall be the Specified Price (as defined in Article 12.2 hereof). The Other Shareholders hereby appoint the directors as their attorney to execute and deliver on their behalf, instruments of transfer in respect of the Other Shareholdings and to receive the sale proceeds in respect thereof for and on behalf of the Other Shareholders. Completion of the sale and purchase of the Other Shareholdings shall take place at the same time and place as completion of the sale and purchase of the Sale Shareholding when the aggregate price for the Other 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 No sale or transfer of the Sale Shareholding to a person or persons who was not a Shareholder or Shareholders of the Company on the date of this Agreement 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 Other Shareholdings at a price which is not less than the Specified Price.
- 12.2 For the purposes of Article 12.1, the "**Specified Price**" in respect of the Other 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 Sale Shareholding plus an

amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Sale Shareholding (including without limitation any increase in salary, any bonus or termination payment). In the event of disagreement the calculation of the Specified Price shall be the higher of the price per share offered or paid or payable by the proposed transferee(s) (or their nominee(s)) for the shares forming the Sale Shareholding the Fair Value (except that such Fair Value shall automatically be referred for calculation to a Chartered Accountant rather than being agreed between the parties). Such Chartered Account shall be appointed (a) by agreement between the holders of the Sale Shareholding (on the one hand) and the Other Shareholders (on the other hand); or (b) (failing such agreement) on the application of any of the 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 Except as otherwise provided in these Articles, the directors may, in their absolute discretion, 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 Shareholders, the Company shall not be required to hold an annual general meeting.
- 14.2 A general meeting of the Shareholders 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 Shareholders 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 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 (if any such auditors are appointed to 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. The A Shareholders (or their representatives), in person or by proxy, shall be the 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 30 minutes (or such longer time not exceeding one hour as the Shareholders present at 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 week 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 Shareholders.

At the adjourned meeting, the quorum shall be one A Shareholder 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 Shareholder. 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 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 these 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 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 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. Alternate 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:
- (a) by ordinary resolution; or
 - (b) by a resolution of a majority of the directors.
- 18.3 Each A Shareholder shall be entitled to appoint a natural person to the office of director of the Company and such director shall not, subject to Article 20, be capable of being removed by the other members of the Company. The right to continue to hold office conferred by this Article 18.3 shall automatically cease in the event of the appointer of the director ceasing to be a holder of shares in the Company, such that the director appointed pursuant to this Article 18.3 shall automatically demit office (unless the person acquiring such Shareholder's interest wishes to maintain the appointment of that director).

- 18.4 In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died shall have the right, by notice in writing, to appoint a person to be a Director. If two or more Members die in circumstances making it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

19. Disqualification and Removal of Directors

- 19.1 Subject to the terms of any 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 he resigns his office by notice to the Company; or

19.1.5 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:

- (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, 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 directors, one of whom being a director appointed under article 18.3 , unless there is no such appointed director, in which case the quorum shall be any two directors. If there is only one director appointed then the quorum shall be one 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 30 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 Shareholders.

At the adjourned meeting, the quorum shall be two directors, one of whom being a director appointed under article 18.3 , unless there is no such appointed director, in

which case the quorum shall be any two directors. If there is only one director appointed then the quorum at an adjourned meeting shall be one director.

21.3 Chairman

21.3.1 The A Director, if appointed, shall be the Chairman.

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

21.3.3 Regulations 12 and 13 of the Model Articles shall not apply.

21.4 Participation in Directors' Meetings

21.4.1 Subject to any provision of these 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 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
 - (b) 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 Companies Acts 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).