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THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

THE AMPHION GROUP LIMITED

(As amended by Special Resolution passed on 18 September 2020)



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OF

THE AMPHION GROUP LIMITED

(AS AMENDED BY SPECIAL RESOLUTION PASSED ON OCTOBER 2006)

INTERPRETATION

1. Interpretation

- 1.1. In these Articles "Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended prior to the adoption of these Articles. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles.
- 1.2. In these Articles, the following words have the following meanings:
- | | |
|-------------------------------|--|
| 1.2.1. "The Act" | the Companies Act 1985 as amended prior to adoption of these Articles; |
| 1.2.2. "Business Day" | A day (other than a Saturday or Sunday) when banks in London are open for business; |
| 1.2.3. "Connected" | In relation to a person, has the meaning contained in Section 839 Income and Corporation Taxes Act 1988; |
| 1.2.4. "Controlling Interest" | means an interest (within the meaning of Part 1 of Schedule 13 to the Act) in any shares in the capital of the Company conferring in the aggregate more than 75% of the total voting rights conferred by all the Shares in the capital of the Company from time to time and conferring the right to vote at all general meetings of the Company. |
- 1.3. References in these Articles and in Table A to writing shall be construed as including references to any method of representing or reproducing words in a legible and non-transitory form.
- 1.4. References in these Articles to paragraphs and sub-paragraphs are to the paragraphs and sub-paragraphs of the Article and paragraph in which they appear.
- 1.5. Headings in these Articles are for convenience only and shall not affect the interpretation hereof.

2. Adoption of Table A

- 2.1. The Regulations contained in Table A shall, except where they are modified or excluded by these Articles or are inconsistent herewith, apply to the Company and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2. Regulations 2, 8 to 22 (inclusive), 24, 26, 32 to 34 (inclusive), 40, 41, 50, 54, 57, 58, 60 to 62 (inclusive), 64 to 66 (inclusive), 73 to 80 (inclusive), 88 to 90 (inclusive), 94, 102, 109, 110, 112, 115 and 117, of Table A shall not apply to the Company.

3. Share Capital

- 3.1. The share capital of the Company is £300,000 divided into 300,000 ordinary shares of £1.00 each.
- 3.2. Subject to the provisions of the Act and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine.
- 3.3. In accordance with and subject to the provisions of Part V of the Act the Company may:
 - 3.3.1. subject to any rights conferred on the holders of any other shares, issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder;
 - 3.3.2. subject to any rights conferred on the holders of any class of shares, purchase its own shares (including any redeemable shares);
 - 3.3.3. make a payment in respect of the redemption or purchase of any of its own shares as authorised by these Articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.
- 3.4. The Company is a private company and no shares or debentures of the Company may be offered to the public.
- 3.5. The Company may purchase its own shares (including any redeemable shares) and make any payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

4. Unissued Shares

- 4.1. No shares in the Company nor any right to subscribe for or convert any security into shares in the Company shall at any time be allotted unless within one month before that allotment every shareholder for the time being has consented in writing to that allotment and its terms and to the identity of the proposed allottee.
- 4.2. No share of any class nor any right to subscribe for or convert any security into a share of any class shall be allotted otherwise than to the holder of a share of that same class.
- 4.3. Section 89(1) of the Act shall not apply to an allotment of any equity security where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles.

5. Initial Authority to issue relevant Securities

- 5.1. The Directors are authorised to exercise all powers of the Company to allot relevant securities, but only if the allotment otherwise conforms to the requirements of these Articles. The maximum nominal amount of relevant securities which may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of adoption of this Article or such other amount as may from time to time be authorised by the Company in general meeting.
- 5.2. The authority conferred on the Directors by this Article shall remain in force for a period of 5 years from the date of adoption of this Article but may be revoked, varied or renewed from time to time by the Company in general meeting in accordance with the Act.

6. Transfer of Shares

- 6.1. No Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share in the Company
 - 6.1.1. before 1 January 2010 except as permitted by Article 7;
 - 6.1.2. on or after 1 January 2010 except as permitted by Articles 6.3 to 6.11 or Article 7 otherwise than with the prior written consent of all the Shareholders which may be given at any time.
- 6.2. Except for transfers for which the other Shareholders give their prior written consent, or as provided in these Articles no Shareholder shall transfer any shares unless he transfers all (and not some only) of the shares held by him.
- 6.3. A Shareholder wishing to transfer shares ("Seller") shall give notice in writing ("Transfer Notice") to the Company. A Transfer Notice shall constitute the Directors as the Seller's agent for the sale of the shares ("Sale Shares") specified in it at the price in cash ("Sale Price") which is agreed upon by the Seller and the Directors or, in the absence of agreement, which the Auditors of the Company certify to be in their opinion Fair Value in accordance with Article 9.
- 6.4. If the Auditors are asked to certify the Sale Price the Company shall within 7 5 Business Days of the issue of the Auditors' certificate send a copy to the Seller. The Seller shall be entitled, by notice in writing given to the Company within 28 20 Business Days of the copy being sent to him, to withdraw the Transfer Notice. A Transfer Notice shall not otherwise be revocable without the consent of all the Directors of the Company who may impose such conditions upon any consent as they think fit, including a condition that the Seller bears all associated costs.
- 6.5. Upon the Sale Price being agreed or certified and provided the Seller does not withdraw the Transfer Notice in accordance with paragraph 6.4 the Directors shall promptly, by notice in writing, after receipt of a Transfer Notice offer the Sale Shares to the Company at the Sale Price.
- 6.6. In the event that the Company agrees within 10 Business Days of receipt of the notice referred to in Article 6.5, to buy some or all of the Sale Shares (provided that it may legally do so) then the Directors shall promptly give notice in writing to the Seller specifying the date on which the purchase shall be completed in accordance with Article 8.

- 6.7. In the event that the Company does not agree within 10 Business Days of receipt of the notice referred to in Article 6.5, to buy any or (as the case may be) agrees to buy some but not all of the Sale Shares (provided that it may legally do so) then the Directors shall, promptly, by notice in writing, offer all or the remainder of the Sale Shares to the holders of the remaining shares (who have not given or be deemed to have given a Transfer Notice to the Company) ("Ongoing Shareholders") at the Sale Price (which shall be Fair Value) pro rata to their existing holdings. The offer shall be open for a period of 20 Business Days from the date of the notice ("the Acceptance Period"). If the Ongoing Shareholders within the Acceptance Period apply for all or (as the case may be) all of the remaining Sale Shares the directors shall allocate those Sale Shares amongst the Ongoing Shareholders who have applied for any of the Sale Shares and, in the case of competition, in proportion to their then existing holdings of shares (as nearly as may be without involving fractions or increasing the number allocated to any Ongoing Shareholder beyond that applied for by him).
- 6.8. If pursuant to Article 6.7 the Directors shall have received acceptances in respect of all (but not some only) of the Sale Shares then the Directors shall promptly give notice in writing ("the Acceptance Notice") to the Seller specifying the number of Sale Shares allocated to respectively the Ongoing Shareholders and (if such be the case) the Company and the date on which the purchase shall be completed in accordance with Article 8.
- 6.9. If the offer of the Sale Shares at the Sale Price is not accepted or accepted in part only within the Acceptance Period, the Seller shall be required to sell that part only of the Sale Shares and shall be at liberty to sell (but not required to sell) all (but not some) of the remaining Sale Shares to a third party at a price which is not less than the Sale Price provided that such sale to a third party shall be completed within 20 Business Days of the expiry of the Acceptance Period.
- 6.10. In the event of a sale to a third party under Article 6.9 the Seller shall not be bound to sell the Sale Shares to a third party save for a price payable wholly in cash not being less than the Sale Price but may sell the Sale Shares at any price offered by a third party.
- 6.11. A shareholder who gives a Transfer Notice to the Company under Article 6.3 may not give another Transfer Notice for a period of one year from the date of the first Transfer Notice unless the first Transfer Notice was withdrawn under Article 6.4.

7. Deemed Transfer Notice

- 7.1. Unless otherwise agreed in writing by all the Shareholders in any particular case, a Shareholder is deemed to have served a Transfer Notice under Article 6 immediately before any of the following events:
- 7.1.1. his death; or
 - 7.1.2. his retirement at 65; or
 - 7.1.3. he shall or become of unsound mind or become a patient under the Mental Health Act 1983; or
 - 7.1.4. he suffers physical or mental deterioration which, in the opinion of the other Shareholders, is sufficiently serious to prevent the relevant person from following his normal employment or which seriously prejudices his earning capacity; or

- 7.1.5. he is guilty of gross misconduct which in the event of dispute shall be decided by an Employment Tribunal or other court of competent jurisdiction; or
- 7.1.6. his redundancy as an employee of the Company; or
- 7.1.7. he ceases to be an employee of the Company or any subsidiary of the Company in any other circumstances not set out in this clause 7.1;
- 7.1.8. a bankruptcy order is made against him.

7.2. A Shareholder shall be deemed:-

- 7.2.1. to be a "Good Leaver" in any of the circumstances referred to in Articles 7.1.1 to 7.1.4 (inclusive); and
- 7.2.2. to be a "Bad Leaver" in any of the circumstances referred to in Articles 7.1.5 to 7.1.8 (inclusive); and
- 7.2.3. in respect of any of the circumstances referred to in Article 7.1.7 to be a "Bad Leaver" if he ceases to be an employee prior to 1 January 2010 and a Good Leaver if he ceases to be an employee on or after 1 January 2010.

7.3. The deemed Transfer Notice has the same effect as a Transfer Notice under Article 6, except that:-

- 7.3.1. the deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer and that the Sale Price shall be determined in accordance with Articles 7.4 and 9; and
- 7.3.2. the Seller does not have a right of withdrawal following a valuation under Article 9; and
- 7.3.3. on the completion of any sale in accordance with this Article, the buyer is not required to procure the discharge of any security given by the Seller or to procure the release of any debts of the Company to him.

7.4. The Sale Price shall be:-

- 7.4.1. in the case of a Good Leaver, the issue price, or if higher, the Fair Value; or
- 7.4.2. in the case of a Bad Leaver, the issue price, or, if lower, the Fair Value

provided that, in the case of any Seller's shares which were originally acquired by that Seller by way of transfer rather than allotment, references to the issue price in this Article 7.4 shall in relation to those shares be deemed to be references to the lower of the issue price and the amount paid by such Seller on such transfer.

8. Completion of Share Purchase

8.1. Completion of the sale and purchase of shares under Article 6 and Article 7 shall take place 20 Business Days after the date of delivery of the Directors' notice pursuant to those Articles.

8.2. At such completion:

- 8.2.1. the Seller shall deliver, or procure that there is delivered to the Ongoing Shareholders or the Company, as the case may be, a duly completed share transfer form transferring the legal and beneficial ownership of the relevant shares to the Ongoing Shareholders or the Company, as the case may be, together with the relevant share certificates and such other documents as the Ongoing Shareholders or the Company, as the case may be, may reasonably require to show good title to the shares, or to enable them to be registered as the holders of the shares; and
 - 8.2.2. the Ongoing Shareholders or the Company (as the purchaser) shall deliver or procure that within 6 months of such completion there is delivered to the Seller a bankers' draft made payable to the Seller or to his order for the purchase price; and
 - 8.2.3. if following the sale the Seller holds no further shares in the Company, the Seller shall deliver, or procure that there are delivered to the Company, resignations from any Directors appointed by the Seller, such resolutions to take effect at completion of the sale of the shares.
- 8.3. In the event that within 5 Business Days of a Transfer Notice being given or deemed to be given to the Company any more Transfer Notices are given or deemed to be given to the Company and the Company and/or the Ongoing Shareholders offer under either Article 6.6 or 6.8 to purchase only some of the Sale Shares under all the Transfer Notices then the number of Sale Shares which are being purchased will be divided between the Shareholders who have given or are deemed to have given a Transfer Notice pro rata to their holdings of shares in the Company
- 8.4. The shares are sold by the Seller with full title guarantee.
- 8.5. If either of the Company or an Ongoing Shareholder, as the case may be, fails to pay the purchase price on the due date (as referred to in Articles 8.2.2 and 8.3 respectively), without prejudice to any other remedy which the Seller may have, the outstanding balance of the purchase price shall accrue interest at a rate equal to 3% above the base rate of National Westminster Bank Plc from time to time.
- 8.6. The Shareholders shall procure the registration (subject to due stamping by the Ongoing Shareholders or the Company, as the case may be) of the transfers of shares in the Company effected pursuant to this Article and each of them consents to such transfers and registrations under this agreement and the Articles of Association.

9. Valuation

- 9.1. In order to determine the value of the shares pursuant to Article 6.4 and 7 the Company shall instruct the Auditors as soon as practicable after the occurrence of any event referred to at Article 6.4 or 7.1.
- 9.2. The Sale Price for any shares to be transferred under Article 6 and Article 7 is that proportion of the Fair Value of the entire issued share capital of the Company that the Sale Shares bear to the entire issued share capital ("Equity Capital") of the Company.
- 9.3. Fair Value shall be certified by the Directors as the sum assessed by the Auditors to be the open market value of the Equity Capital less 50%

- 9.4. In determining "open market value", the Auditors shall make the following assumptions:
- 9.4.1. the sale is between a willing seller and a willing buyer;
 - 9.4.2. the shares are sold free of all restrictions, liens, charges and other encumbrances; and
 - 9.4.3. the sale is taking place on the date the Auditors were requested to determine the open market value.
- 9.5. The Auditors shall certify the open market value as soon as possible after being instructed by the Company and in so certifying the Auditors shall be deemed to be acting as experts and not as arbitrators and the Arbitration Act 1996 shall not apply.
- 9.6. The certificate of the Auditors shall, in the absence of manifest error, be final and binding.
- 9.7. The Company shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificate shall be borne equally by the Seller and the Company unless the Company decline to purchase the shares subject to the certificate in which case the Company shall bear the full cost of obtaining such certificate unless such an arrangement would not be permitted by the Act.

10. Drag Along Rights

- 10.1. In this Article references to:-
- 10.1.1. "Minority Shareholders" means every Shareholder who is not a Vendor Shareholder (as hereinafter defined);
 - 10.1.2. "Price" means the sum paid or payable for each Share the subject of the Sale Contract together with (where applicable) any additional consideration paid or payable (in cash or otherwise) to the Vendor Shareholders in accordance with the Sale Contract during the six months before or after the date of the date of service of a Qualifying Notice or any related or previous transaction or series of transactions by the same Proposed Transferee or any person acting in concert with the Proposed Transferee, which, having regard to the substance of the transaction as a whole, is reasonably regarded by the Company's auditors (acting upon the request of the Directors as independent experts and not as arbitrators and whose decision shall be binding on all parties) as representing additional consideration per Share by way of addition to the Price and shall include cash; securities; releases and benefits in kind whatsoever or wheresoever situated;
 - 10.1.3. "Proposed Transferee" means a person firm or company (not being a Shareholder or his connected person or any person acting in concert with a Shareholder or his connected person) which is a party to a Sale Contract in the capacity of a purchaser of Shares;
 - 10.1.4. "Qualifying Notice" means notice in writing served by the Proposed Transferee on each of the Minority Shareholders requiring the Proposed Transferee to purchase and the Minority Shareholders to sell the Shares registered in their respective names (including any Shares subject to a deemed Transfer Notice for the purposes of Article 7) and incorporate the provision of Article 10 hereof. The Qualifying Notice shall specify:-

- 10.1.5. the date on which completion of the Sale Contract shall take place; and
 - 10.1.6. the Price payable to the Vendors Shareholders for each Share to be sold under the terms of the Sale Contract;

and a true and accurate copy of the Sale Contract shall be annexed thereto;
 - 10.1.7. "Qualifying Sale" means the sale and purchase of the Shares of the Minority Shareholders under a Qualifying Notice;
 - 10.1.8. "Qualifying Sale Contract" means contract to effect a Qualifying Sale in accordance with the provisions of Article 10.4 hereof;
 - 10.1.9. "Sale Contract" means an agreement between the Vendor Shareholders and a Proposed Transferee for the sale and purchase at the Price of such number of Shares as would result in the Proposed Transferee and persons acting in concert with it holding a Controlling Interest in the Company.
- 10.2. If a transfer or transfers of Shares (the "Proposed Transfer") to a Proposed Transferee under the term of a Sale Contract would result in the Proposed Transferee and persons acting in concert with it (including as applicable the Vendor Shareholders) holding a Controlling Interest then before any Sale Contract is concluded with respect to such a transfer or transfers, the Proposed Transferee must have identified itself and any person acting in concert with it to the Board and have served a Qualifying Notice upon every Minority Shareholder.
- 10.3. A Sale Contract may not be completed unless (as applicable) a Qualifying Notice has been validly served by the Proposed Transferee upon every Minority Shareholder which complies in all respects with the provisions of this Article 10 and results in a binding and enforceable contract of sale arising between the Proposed Transferee and the Minority Shareholders in respect of the Shares specified in the said notice on the terms set out at Clause 10.4.
- 10.4. Following service of a valid Qualifying Notice the Minority Shareholders shall be bound to transfer all of the Shares registered in their respective names to the Proposed Transferee on the following terms:-
- 10.4.1. that each Minority Shareholder shall sell the entire legal and beneficial interest in each Share registered in the name of such Minority Shareholder with full title guarantee free from any lien, charge or other encumbrance and the Proposed Transferee shall purchase each Share;
 - 10.4.2. that the Proposed Transferee shall purchase each Share held by the Minority Shareholders for a sum equal to the Price;
 - 10.4.3. that the Qualifying Sale shall be completed on the date which is on or not later than five working days after the date of Completion of the Sale Contract;
 - 10.4.4. that (subject as aforesaid), no Minority Shareholder shall be required to give any further warranty or indemnity to the proposed Transferor in connection with the sale of the Shares under the Qualifying Sale;
 - 10.4.5. that the Proposed Transferee shall acquire all other securities and debt in the Company held by the Minority Shareholders; and

- 10.4.6. that the terms of the Qualifying Sale shall be accurately recorded in a Qualifying Sale Contract to be signed under hand in one or more parts by each party to be delivered by each party to the other on the day of Completion of the Qualifying Sale.
- 10.5. If any Minority Shareholder fails to transfer his/her or its Shares as aforesaid then the Board may appoint one of their number to act as the attorney of the Minority Shareholder with full power to execute complete and deliver in the name of such Minority Shareholder a transfer of his/her or its Shares to the Proposed Transferee.
- 10.6. In the event that the Vendor Shareholders do not complete the Sale Contract on or within 15 Working Days of the date fixed for Completion of the Sale Contract as stated in the Qualifying Notice, any one or more of the Minority Shareholders may at their option (acting severally) by notice in writing served upon the Vendor Shareholders and the Proposed Transferee rescind the Qualifying Sale Contract with respect only to the Shares registered in their respective names.
- 10.7. In the event of any conflict between this Article and any agreement entered into between all or any of the Shareholders then this Article shall prevail.

11. Tag Along

- 11.1. Words and phrases defined in Article 10 bear the like meaning (*mutatis mutandis*) in this Article unless the contrary intention appears.
- 11.2. If at any time one or more shareholders ("Proposed Sellers") propose to sell (not being a sale to which Article 6 applies), in one or a series of related transactions, 50% or more in nominal value of the Ordinary Shares ("Majority Holding") to any person (not being an Offeror for the purposes of Article 10.1) the Proposed Sellers may only sell the Majority Holding if they comply with the provisions of this Article.
- 11.3. The Proposed Sellers shall notify each Minority Shareholder in writing of the terms of the proposed sale in at least as much detail as is required to be given in a Qualifying Notice under Article 10. If any Minority Shareholder shall serve notice in writing upon the Proposed Seller within not more than [14 Business Days] of the date of such notice that he wishes to sell his shares to the Offeror then the Purchaser shall procure that the Offeror shall serve a Qualifying Notice upon the relevant Minority Shareholder and the provisions of Article 10 shall apply thereto in all respects as if the same were repeated here in full with only such amendments (*mutatis mutandis*) as may be necessary or desirable to give effect thereto.
- 11.4. A sale under Article 11.2 may not proceed except in accordance with the provisions of Article 11.3.
- 11.5. If any other holder of equity share capital in the Company is not given the rights accorded him by the provisions of this Article, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect.
- 11.6. In the event of any conflict between this Article and any agreement entered into between all or any of the Shareholders then this Article shall prevail

12. Lien

- 12.1. The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.

13. Quorum at General Meetings

- 13.1. Subject to Article 13.3 the quorum at any general meeting of the Company or adjourned general meeting shall be four persons present in person or by proxy.
- 13.2. No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.
- 13.3. If within 30 minutes (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting a quorum is not present, the meeting shall be dissolved and adjourned to another date and time as agreed by the persons present (not being less than five nor more than fourteen days after the date of the dissolved meeting). If at the adjourned meeting a quorum is not present within 30 minutes of the time fixed for the meeting then the persons present shall constitute a quorum.
- 13.4. Save with the consent of all Shareholders, a General Meeting may not be convened save by notice in writing served upon the Shareholders at least [seven days] prior to the date fixed for the meeting. The Notice shall specify the nature of the business to be concluded at the meeting and the resolutions to be prepared. No other business may be transacted at such meeting.

14. Votes

- 14.1. At a general meeting, on a show of hands every Shareholder present in person shall have one vote, and on a poll every Shareholder present in person or by proxy shall have one vote for each share of which he is the holder.
- 14.2. The chairman shall not have a second or casting vote.

15. Proxies

- 15.1. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the Directors may approve, and the Directors may at their discretion treat a faxed or other machine-made copy of an instrument in any such form as an original copy of the instrument. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given.
- 15.2. The instrument appointing a proxy and (if required by the Directors) any authority under which it is executed or a copy of the authority (certified notarially or in any other manner approved by the Directors) may be delivered to the registered office, or to some other place or to some person specified or agreed by the Directors, before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken after the date of the meeting or adjourned meeting, before the time

appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid.

16. Number and age of Directors

16.1. Unless otherwise determined by ordinary resolution, the number of Directors is not subject to any maximum. The minimum number of Directors is three.

17. Appointment and removal of Directors

17.1. The Directors are not subject to retirement by rotation.

17.2. Subject to Article 17.4, no person shall be appointed a Director at any general meeting unless:

17.2.1. he is recommended by the Directors; or

17.2.2. not less than 14 or more than 35 clear days before the date appointed for the meeting, notice executed by a Shareholder qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed.

17.3. Not less than 7 nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the Directors for appointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a Director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of directors.

17.4. Notwithstanding the provisions of Articles 17.2 and 17.3 above, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

18. Appointment and removal of Alternate Directors

18.1. Any Director (other than an alternate Director) may appoint any person (whether or not a Director except for an existing Director representing the other class of shares) to be an alternate Director and may remove from office an alternate Director appointed by him.

18.2. An alternate Director shall be entitled to receive notice of all meetings of the Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at such meetings at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence. An alternate Director who is already a Director of the Company in his own right, will also be a Director (and may vote) in his own right.

18.3. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except such part (if any) of the remuneration otherwise payable to the Director appointing him as an alternate Director may by notice in writing to the Company from time to time direct.

19. Notice of Board Meetings

- 19.1. A Director may, and the secretary at the request of a Director shall, call a meeting of Directors.
- 19.2. Notice of a meeting of the Directors shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing (including by email) to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the Director concerned.
- 19.3. A Director may waive notice of any meeting either prospectively or retrospectively.

20. Proceedings of Directors

- 20.1. A person may participate in a meeting of the Directors or of a committee of Directors by means of conference telephone or similar electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting notwithstanding accidental disconnection of the means of electronic communication during the meeting. A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum.
- 20.2. Subject to disclosure in accordance with section 317 of the Act, a Director is entitled to vote at any meeting of the Directors or of a committee of Directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and in relation to any such resolution (whether or not he votes on the same) he is to be taken into account in calculating the quorum present at the meeting.
- 20.3. For so long as any of the persons each first appointed in August 2020 and September 2020 to hold office as a director of the Company (“the ASAG Directors”) continues to hold such office, a meeting of the directors (including a meeting adjourned in accordance with this Article) shall not be quorate unless there are at least 3 directors present in person including at least two of the ASAG Directors (or, if there is only one ASAG Director, that one ASAG Director) and if no ASAG Director is present in person the meeting shall be adjourned to a date which is not less than 2 clear Business Days thereafter and notice of the adjourned meeting shall be given to all of the directors. If no person holds office as an ASAG Director, the quorum for the conduct of business at a meeting of the directors shall be three directors present in person and if less than 3 directors are present in person the meeting shall be adjourned to a date which is not less than 2 clear Business Days thereafter and notice of the adjourned meeting shall be given to all of the directors. Regulation 11 of the Model Articles shall not apply.
- 20.4. If more than one person holds office as an ASAG Director, the ASAG Directors shall determine who shall act as chairman of a meeting of the directors. If only one person holds office as an ASAG Director, he or she shall act as chairman of a meeting of the directors. If and for so long as any person holds office as an ASAG Director, Regulation 91 of Table A shall not apply.
- 20.5. For so long as the Company is a subsidiary of Adam Smith Advisory Group Limited, an ASAG Director appointed to chair a meeting of the directors shall, if the number of votes for or against a proposal are equal, have a casting vote.

21. Directors' Interests; Disclosure of Information

- 21.1. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with the Act. Subject, where applicable, to such disclosure, a Director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

22. Notices Time of Service

- 22.1. Any notice or other document may be served on or delivered to any member by the Company either personally, or by sending it by pre-paid registered post (air mail in the case of an address for service outside the United Kingdom) addressed to the member at his last known address or by fax to a number provided by the member for this purpose, or by leaving it at his last known address, addressed to the member, or by any other means authorised in writing by the member concerned.
- 22.2. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.
- 22.3. Any notice or other document if given personally shall be deemed served when delivered, if sent by registered post, shall be deemed to have been served or delivered 48 hours after posting to an address in the United Kingdom or five days after posting to an address outside the United Kingdom, and if sent by fax shall be deemed served when despatched. In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or properly addressed, stamped and put in the post or, in the case of a fax, that such fax was duly despatched to a current fax number of the addressee.
- 22.4. Any requirement in these Articles or in Table A for any notice, resolution or other document to be signed by or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of telex print out or facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 days of receipt of the reproduction.

23. Indemnity

- 23.1. Subject to and to the extent permitted by the Act, but without prejudice to any indemnity to which he may otherwise be entitled.
- 23.2. Every Director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any proceedings (whether criminal or civil) which relate to anything done or omitted or alleged to have been done or omitted by him as a Director save that no Director shall be entitled to be indemnified:
- 23.2.1. for any liability incurred by him to the Company or any associated company of the Company (as defined by the Act for these purposes);
- 23.2.2. for any fine imposed in criminal proceedings;
- 23.2.3. for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;

- 23.2.4. for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;
- 23.2.5. for any costs for which he has become liable in defending any civil proceedings bought by the Company or an associated company in which a final judgment has been given against him; and
- 23.2.6. for any costs for which he has become liable in connection with any application under sections 144(3) or (4) or 727 of the Act in which the court refuses to grant him relief and such refusal has become final.

23.3. Every Director shall be entitled to have funds provided to him by the Company to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Director, provided that he will be obliged to repay such amounts no later than:

- 23.3.1. in the event he is convicted in proceedings, the date when the conviction becomes final;
- 23.3.2. in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or
- 23.3.3. in the event of the court refusing to grant him relief on any application under sections 144(3) or (4) or 727 of the Act, the date when refusal becomes final.

NAME AND ADDRESS OF SUBSCRIBERS

[]

DATE:

WITNESS TO THE ABOVE SIGNATURES: