

Company number SC060790

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF BELLAIR (SCOTLAND) LIMITED ("Company")

02/07/ 2021 ("Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution ("Resolution"), be passed as a Special Resolution.

SPECIAL RESOLUTION

1 THAT the articles of association of the Company be altered as follows:

(a) by deleting the following words in Article 7: ".....wife, husband, brother, sister, son-in-law, daughter-in-law, nephew or niece

and

(b) by deleting the present Article 6 and by replacing it with the following new article 6:

Transfer of shares

6.1 *In this Article, references to a transfer of a share include the transfer or assignment of a beneficial or other interest in that share or the creation of a trust or encumbrance over that share and reference to a share includes a beneficial or other interest in a share.*

6.2 *Clauses 22 – 28 of Table A shall not apply to the Company.*

6.3 *Any transfer of shares by a shareholder shall be subject to the pre-emption rights in this Article.*

6.4 *A shareholder who wishes to transfer shares (a "Seller"), should, before transferring or agreeing to transfer any shares, give a notice in writing (a "Transfer Notice") stating that the Seller desires to transfer (or enter into an agreement to transfer) any shares to the Company specifying:*

6.4.1 *the number of the shares specified for sale (the "Sale Shares");*

6.4.2 *if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed transferee;*

6.4.3 *the price (in cash) per share at which he wishes to transfer the Sale Shares (which will be deemed to be the fair value of the Sale Shares as determined by an independent valuer appointed by the Company (the "Fair Value") if no cash price is agreed between the Seller and the Directors ("Transfer Price"); and*

whether the Transfer Notice is conditional on all, or a specific number of, the Sale Shares being sold to Shareholders ("Minimum Transfer Condition").



- 6.5 Once given (or deemed to have been given) under these Articles, a Transfer Notice may not be withdrawn.
- 6.6 A Transfer Notice appoints the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 6.7 As soon as practicable following the receipt of a Transfer Notice, the Directors shall offer the Sale Shares for sale to the shareholders in the manner set out in article 6.8. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 6.8 The Directors shall offer the Sale Shares to all shareholders other than the Seller ("**Continuing Shareholders**"), inviting them to apply in writing within 28 Business Days of the date of the offer (First Offer Period) for the maximum number of Sale Shares they wish to buy.

If the Sale Shares are subject to a Minimum Transfer Condition, any allocation made under this article 6.8 and article 6.9 shall be conditional on the fulfilment of the Minimum Transfer Condition.

If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Directors shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Continuing Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

If only some of the Sale Shares are allocated in accordance with this Article, but there are applications for Sale Shares that have not been satisfied, those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in this article 6.8.

*If, at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Directors shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications. The balance ("**Initial Surplus Shares**") shall be dealt with in accordance with article 6.9.*

- 6.9 At the end of the First Offer Period, the Directors shall offer the Initial Surplus Shares to all the Continuing Shareholders, inviting them to apply in writing within 28 Business Days of the date of the offer (Second Offer Period) for the maximum number of Initial Surplus Shares they wish to buy.

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Directors shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder who has applied for Initial Surplus Shares in the proportion that his existing holding of Shares (including any Sale Shares) bears to the total number of Shares (including any Sale Shares) held by those Continuing Shareholders who have applied for Initial Surplus Shares during the Second Offer Period. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Continuing Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy.

*If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Directors shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications. The balance ("**Second Surplus Shares**") shall be dealt with in accordance with article 6.12*

- 6.10 *If the Transfer Notice includes a Minimum Transfer Condition and the total number of Sale Shares applied for is less than the number of Sale Shares specified in the Minimum Transfer Condition, the Directors shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under article 6.8 and article 6.9, stating that the Minimum Transfer Condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.*

If:

- 6.10.1 *the Transfer Notice includes a Minimum Transfer Condition and such Minimum Transfer Condition has been satisfied, or the Transfer Notice does not include a Minimum Transfer Condition; and*

- 6.10.2 *allocations under article 6.8 and, if necessary, article 6.9 have been made in respect of some or all of the Sale Shares,*

*the directors shall give written notice of allocation ("**Allocation Notice**") to the Seller and each Continuing Shareholder to whom Sale Shares have been allocated ("**Applicant**"). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant, the amount payable by each Applicant for the number of Sale Shares allocated to him ("**Consideration**") and the place and time for completion of the transfer of the Sale Shares (which shall be not more than 28 Business Days after the date of the Allocation Notice).*

- 6.11 *On the service of an Allocation Notice, the Seller shall, against payment of the Consideration, transfer the Sale Shares allocated in accordance with the requirements specified in the Allocation Notice.*

If the Seller fails to comply with the requirements of the Allocation Notice:

- 6.11.1 *the chairman of the Company (or, failing him, one of the other Directors, or some other person nominated by a resolution of the Directors) may, on behalf of the Seller:*

- 6.11.2 *complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;*

- 6.11.3 *receive the Consideration and give a good discharge for it;*

- 6.11.4 *(subject to the transfers being duly stamped) enter the Applicants in the register of Shareholders as the holders of the shares purchased by them; and*

- 6.11.5 *the Company shall pay the Consideration into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate,*

together with such other evidence (if any) as the Directors may reasonably require to prove good title to those shares) to the Company.

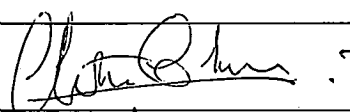
- 6.12 If an Allocation Notice does not relate to all of the Sale Shares or the Transfer Notice lapses pursuant to article 6.10 then, subject to article 6.13 and within 4 weeks following service of the Allocation Notice or the date of the lapse of the Transfer Notice (as the case may be), the Seller may transfer the Second Surplus Shares or the Sale Shares (in the case of a lapsed offer) (as the case may be) to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this article 6.12 shall continue to be subject to any Minimum Transfer Condition.
- 6.13 The Seller's right to transfer shares under article 6.12 does not apply if the Directors reasonably consider that:
- 6.13.1 the transferee is a person (or a nominee for a person) who is a competitor with (or an Associate of a competitor with) the business of the Company; or
- 6.13.2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- 6.13.3 the Seller has failed or refused to provide promptly information available to the Seller and reasonably requested by the Directors to enable it to form the opinion mentioned above.
- 6.14 The restrictions imposed by this Article may be waived in relation to any proposed transfer of shares with the consent of Shareholders who, but for the waiver, would or might have been entitled to have such shares offered to them in accordance with this Article.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, a person entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions:

Signed by:

Name of shareholder	Alistair Campbell
Signature	
Date	02/07/2021.

Signed by:

Name of shareholder	Lynda Campbell
Signature	<i>Lynda Campbell</i>
Date	02/07/2021
Name of shareholder	The Campbell 2013 Discretionary Trust
Name and position of person who is authorised to sign on behalf of the shareholder	ALNTAIR COLVIN CAMPBELL LYNDA TAINIA CAMPBELL } TRUSTEES DAVID ROBERT BOYACK
Signature	<i>Alntair Colvin Campbell</i> Lynda Campbell David Boyack
Date	02/07/2021

NOTES

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - **By hand or post:** delivering the signed copy to Brodies LLP, 15 Atholl Crescent, Edinburgh EH3 9HA, United Kingdom (marked for the attention of Alan Barr).
 - **By e-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to alan.barr@brodies.com. Please enter "WRITTEN RESOLUTIONS OF BELLAIR SCOTLAND LIMITED" in the e-mail subject box.
 - **DocuSign:** by clicking "finish" which returns the signed document to Brodies LLP.

If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply. Please note however that the Resolution will be legally binding if they are passed by the requisite majorities, whether or not you have replied.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
3. Unless, by 28 days after the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.