

Company No 437794

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION
OF
CYRIL J DEAL LIMITED (Company)

27th March, 2012

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions be passed as special resolutions (**Resolutions**)

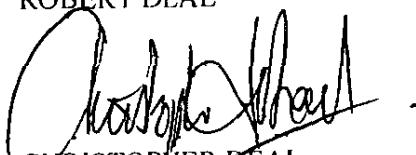
SPECIAL RESOLUTIONS

That paragraph 7 of the Articles of Association of the Company be deleted and the following paragraph 7 substituted

- "7 Any Share may be transferred by a member to his or her spouse or lineal descendant and any Shares of a deceased member may be transferred to any such relation as aforesaid of the deceased member Save as aforesaid the Directors, in their absolute discretion and without assigning any reason therefore, may decline to register the transfer of any Share whether or not it is a fully paid Share "


PETER HINE


ROBERT DEAL


CHRISTOPHER DEAL



Dated 27 MARCH 2012

NOTES

1 If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and return it to the Company using one of the following methods

- **By Hand** Delivering the signed copy to Railway Garage, Station Road, Kelvedon, Essex, CO5 9 NR
- **Post** Returning the signed copy by post to Railway Garage, Station Road, Kelvedon, Essex, CO5 9NR
- **Fax:** Faxing the signed copy to 01376 [~~570472~~] marked "For the attention of Peter Hine"

If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement

3 The Resolutions will lapse if not passed by the date falling 28 days after the Circulation Date

"The Companies Act, 1929."

COMPANY LIMITED BY SHARES

Articles of Association
OF
CYRIL J. DEAL LIMITED.

PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to the Companies Act, 1929 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 39, 40, 45, 64, 66, 69, 71, 72, 78, 79, 101, 104 and 107 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

2. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding Ten per cent. of the price at which the said Shares are issued.

3. The Company shall be a Private Company, and accordingly the following provisions shall have effect:—

- (A) The Company shall not offer any of its Shares or Debentures to the public for subscription.
- (B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.
- (C) The right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.

**RIDER TO ARTICLES OF ASSOCIATION OF
CYRIL J DEAL LIMITED**

- 7 Any share may be transferred by a member to his or her spouse or lineal descendant and any shares of a deceased member may be transferred to any such relation as aforesaid of the deceased member. Save as aforesaid the Directors, in their absolute discretion and without assigning any reason therefore, may decline to register the transfer of any Share whether or not it is a fully paid Share

4. The Company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such Share, whether or not it shall have express or other notice thereof.

SHARES.

5. Subject to Clause 35 of Table A the Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

6. The lien conferred by Clause 7 of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of two or more joint Holders.

~~7. The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of Shares ; and Clause 10 of Table A shall be modified accordingly.~~

SEE rider

BORROWING POWERS.

8. The Directors may raise or borrow for the purpose of the Company's business such sum or sums of money as they think fit, and may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued Capital, or by the issue, at such price as they may think fit, of Bonds or Debentures, either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

9. A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

GENERAL MEETINGS.

10. A General Meeting of the Company shall be held in each calendar year at such time and place as the Directors shall appoint. In default of a General Meeting being so held a General Meeting may be convened by any two Members in the same manner as nearly as possible as that in which General Meetings are to be convened by the Directors. The aforesaid General Meetings shall be called "Ordinary General Meetings"; and all other General Meetings shall be called "Extraordinary General Meetings."

11. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one tenth of the Share Capital of the Company for the time being issued; and Clause 45 of Table A shall be modified accordingly.

12. A resolution signed by all the shareholders of the Company shall be as valid and effectual as if it had been passed at a meeting of the shareholders of the Company duly called and constituted. Provided that this article shall not apply to any resolution which under the Companies Act for the time being in force must be passed by the Company in General Meeting.

VOTES OF MEMBERS

13. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote; and Clause 59 of Table A shall be modified accordingly.

DIRECTORS.

14. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than five.

15. The following shall be the first Directors of the Company: CYRIL JOHN DEAL AND JOHN WILLIAM DEAL. They shall be Permanent Directors of the Company, and shall be entitled to hold such office as long as they shall live unless they become disqualified from any of the causes specified in Clause 19 hereof; and accordingly Clauses 73 to 80 of Table A shall not apply to them.

16. The qualification of a Director shall be the holding in his own right of at least one share in the Company.

17. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

18. A memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

DISQUALIFICATION OF DIRECTORS.

19: The office of a Director shall be vacated, :—

- (A) If he become bankrupt or insolvent or compound with his creditors ;
- (B) If he become of unsound mind ;
- (C) If he be convicted of an indictable offence, not being an offence under The Road Traffic Acts, 1930 to 1936.
- (D) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors ;
- (E) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of The Companies Act, 1929 ;
- (F) If he give the Company one calendar month's notice in writing that he resigns his office ;

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company

20. A Director may hold any office of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made. Any Director may vote as a Director in regard to any contract, arrangement or dealing in which he is interested or upon any matter arising thereout.

MANAGING DIRECTOR.

21. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit, but the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

22. Clause 68 of Table A shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement"

SEAL.

23. The Seal of the Company shall not be affixed to any instrument except by the authority of a Resolution of the Board of Directors, and in the presence of at least two Directors, who shall sign every instrument to which the Seal of the Company is so affixed in their presence.

NOTICES.

24. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

WINDING-UP.

25. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: First, in repaying to the Members the amounts paid up or credited as paid up on the Shares held by them respectively; and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the Holders of Shares (if any) issued upon special conditions.

26. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

Names, Addresses, and Descriptions of Subscribers,

CYRIL JOHN DEAL,
"THATCHES,"
LONDON ROAD, MARKS TEY,
COLCHESTER, ESSEX

Motor Engineer

JOHN WILLIAM DEAL,
"THATCHES,"
LONDON ROAD, MARKS TEY,
COLCHESTER, ESSEX

Motor Engineer.

Dated this 19th day of June, 1947.

Witness to the above signatures —

THOMAS MAGUIRE,

Clerk to

E S POLKINGHORNE & SON,

32 Rainsford Road,

Chelmsford, Essex.

amended by written special resolution
on the 27th March 2012