

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

Howard's and Company (Brentwood) Limited
(the 'Company')

Circulation Date: 13 October 2017

(Passed on 13 October 2017)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the 'Act'), the directors of the Company propose that the following resolution be passed as a special resolution as specified:

SPECIAL RESOLUTION

1. That Article 18 of the Company's existing articles of association (the '**Articles**') be deleted, and that regulations 89 – 95 inclusive of the relevant Table A shall no longer apply to the Company.

Agreement

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

The undersigned, a person entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agrees to the resolution as indicated above:

Signature

Name:

John Robert Carroll

Date

13 October 2017

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Notes

1. If you wish to vote in favour of a resolution please indicate your agreement by signing the resolution above. Once you have indicated your voting intentions please sign and date this document and **return it to the Company within 28 days after the Circulation Date** using one of the following methods:
 - **By Hand:** delivering the signed copy to: John Carroll, Haslers, Old Station Road, Loughton, Essex IG10 4PL.
 - **Post:** returning the signed copy by post to: John Carroll, Haslers, Old Station Road, Loughton, Essex IG10 4PL.
 - **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to: [E-MAIL ADDRESS]. Please enter 'Written resolution dated [CIRCULATION DATE]' in the e-mail subject box.

If there is no resolution you agree with, 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 a resolution, you may not revoke your agreement.
3. If, by the date 28 days after the Circulation Date, insufficient agreement has been received for a resolution to pass, such resolution will lapse. If you agree to the resolution, please ensure that your agreement reaches us on or before 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.
6. In accordance with section 296(4) of the Act, the special resolution above shall take effect upon a copy of it being signed and dated by or on behalf of shareholders holding more than 75% of the votes entitled to be cast on the special resolution set out in this document.

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

Howard's & Company (Brentwood)

LIMITED.

1. The name of the Company is "HOWARD'S & COMPANY (BRENTWOOD) LIMITED".
2. The registered office of the Company will be situate in England.
3. The Company is established for the following objects:—
 - (1) To carry on business as property owners, land and estate agents and managers, rent collectors, assessors, appraisers, surveyors, auctioneers, valuers, brokers, insurance agents, builders, contractors, builders' merchants, painters, decorators, plumbers, electricians, to manufacture, buy and sell bricks, tiles, brick-earth, stone, marble, slates, chalk, sand and other building materials.
 - (2) To carry on any other kind of trade or business which may at any time appear to the Company capable of being conveniently carried on in conjunction with any of the before-mentioned trades and businesses or likely to be profitable to the Company.
 - (3) To purchase or otherwise and take over all or any part of the property, business and liabilities of any company, society, firm or person as may be thought expedient for the purposes of the Company, and to conduct or liquidate and wind up any such business, and to pay for any property acquired either in cash or in shares or securities of the Company, or otherwise as may be agreed.
 - (4) To purchase, rent, hire or otherwise acquire any real or personal property in England or elsewhere for the purposes of the Company.
 - (5) To lay down, construct, enlarge, alter and maintain any buildings, works, and machinery necessary or desirable for the Company's business.
 - (6) To apply for, and obtain, by purchase or otherwise, any patents, patent rights, trade-marks, names, copyrights, licences or privileges for the purposes of, or

in any way relating to, any trade or business which the Company is authorised to carry on, and to grant licences in respect of or otherwise use or deal with the same.

- (7) To subscribe for, purchase or otherwise acquire and hold shares, stock, debentures, debenture stock or other securities of any company carrying on or proposing to carry on any business connected directly or indirectly with any trade or business which the Company is authorised to carry on or from which the Company may be able to derive benefit.
- (8) To borrow money, either with or without security, and by the issue of debentures or debenture stock or oilier-wise, and to secure the repayment of any money by mortgage or other charge upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital.
- (9) To sell, dispose of, lease, transfer, turn to account and otherwise deal with the business, property and undertaking of the Company or any part thereof, upon such terms and for such consideration as to the Company shall seem fit.
- (10) To amalgamate with any other company having objects similar either wholly or in part to those of the Company.
- (11) To enter into partnership or similar arrangements with any company, society, firm or person carrying on or proposing to carry on any trade or business which the Company is authorised to carry on.
- (12) To enter into any arrangement or contract with any person, firm or company for carrying on the whole or any part of the business of the Company.
- (13) To remunerate any person, firm or company rendering services to the Company, by payment in cash or by the allotment to him or them of shares or securities of the Company or otherwise as may be deemed expedient.
- (14) To grant pensions allowances or similar payments to officers or employees (including former officers or employees) of the Company or their respective dependants and to support or subscribe to any organisations or appeals of a charitable, public or benevolent nature.
- (15) To draw, accept, endorse, discount, and negotiate bills of exchange, promissory notes and other negotiable instruments.
- (16) To lend (with or without security) or otherwise invest the moneys of the Company in such manner as shall from time to time be determined.
- (17) To act as guarantor or surety, and for either purpose to give security, as may be thought expedient.
- (18) To promote any company or companies for the purpose of acquiring all or any of the property or liabilities of the Company, or for any other purpose likely to benefit the Company.
- (19) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees or otherwise,
- (20) To do all other things that are incidental or may be conducive to the attainment of the above objects or any of them.
- (21) To distribute among the members in specie any property of the Company.

- (22) To pay all the costs and expenses of and preliminary and incidental to the promotion, formation, and registration of the Company, whether or not incurred prior to incorporation.

And it is hereby declared hereinbefore mentioned shall wherever and in so far as the context and subject admit be regarded as an independent object, and in no wise shall be limited or restricted by reference to or inference from the name of the Company or any other paragraph or otherwise howsoever.

4. The liability of the members is limited.
5. The share capital of the Company is £1,000, divided into One Thousand shares of £1 each.

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

Articles of Association
OF
Howard's & Company (Brentwood)
LIMITED.

(as amended by written resolutions dated 13 October 2017)

PRELIMINARY.

1. In these Articles: —

"The Act" means the Companies Act, 1948.

"Table A" means Table A in the First Schedule to the Act.

"Part I" and "Part II" mean respectively Part I of Table A and Part II of Table A.

2. Subject as hereinafter provided, the regulations contained in Part I and Part II shall apply to the Company.

3. Regulations 11, 24, 53, 75, 77, 79, 84, 88, 89, 90, 91, 92, 93, 94, 95¹ 96, 97, 107 and 108 of Part I and Regulation 5 of Part II shall not apply to the Company.

4. The Directors may pay out of capital or any other moneys of the Company, all expenses incurred in or about the formation and establishment of the Company, including the expenses of registration.

SHARE CAPITAL.

5. The original capital of the Company is £1,000, divided into one thousand shares of £1 each.

6. The shares in the original or any increased capital shall, subject to any resolution of a general meeting for the time being in force, be at the disposal of the Directors, and they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, and provided that no shares shall be issued at a discount, except as provided

¹ As amended by written resolutions dated 13 October 2017

by Section 57 of the Act.

7. In Regulation 3 of Part I the words "with the sanction of an ordinary resolution" shall be deemed to be omitted.

LIEN.

8. The Company shall have a first and paramount lien and charge on all shares (whether fully paid up or not) registered in the name of a member (whether solely or jointly with others) for all moneys due to the Company from such member or his estate, either alone or jointly with any other person, whether a member or not. The registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares. The Company's lien (if any) on a share shall extend to all dividends or other moneys payable in respect thereof.

TRANSFER AND TRANSMISSION OF SHARES.

9. (a) A share may be transferred by a member or other person entitled to transfer to any member being the holder of one or more ordinary shares, selected by the transferor.

(b) Save as aforesaid, and save as provided by clause 10 (e) hereof, no share shall be transferred to a person who is not a member so long as any member being the holder of one or more ordinary shares or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership is willing to purchase the same at the fair value, provided that for the purpose of this clause, the fair value of a share, other than an ordinary share, shall not exceed par value.

10. (a) Except where the transfer is made pursuant to clause 9 (a) or 10 (e) hereof, the person proposing to transfer any shares (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the share to any member of the Company being the holder of one or more ordinary shares or person selected as aforesaid at the price so fixed, or, at the option of the purchaser, at the fair value to be fixed by the auditor in accordance with these articles. A transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. A transfer notice shall not be revocable except with the sanction of the Directors.

(b) If the Company shall, within the space of forty-two days after being served with a transfer notice, find a member or person selected as aforesaid willing to purchase the share (hereinafter called "the purchasing member"), and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value, to transfer the share to the purchasing member.

(c) In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the auditor shall, on the application of either party, certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the expert shall be considered to be acting as an expert, and not as an arbitrator; and accordingly the Arbitration Act 1889 shall not apply.

(d) If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share, and shall hold the purchase money, in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

(e) If the Company shall not, within the space of forty-two days after being served with

a transfer notice, find a member or person selected as aforesaid willing to purchase the shares, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to clause 11 hereof, to sell and transfer the share, (or those not placed) to any person and at any price.

(f) Any shares specified in any transfer notice shall be offered to the members *pro rata* to the number of ordinary shares registered in their respective names.

11. In clause 30 of Part I, the words "in either case" shall be omitted and the words "of any transfer so made" shall be inserted *after* the words "to decline or suspend registration".

NOTICES OF GENERAL MEETINGS.

12. In every notice calling a general meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him, and that a proxy need not also be a member.

PROCEEDINGS AT GENERAL MEETINGS.

13. In Regulation 4 of Part II the words "save as herein otherwise provided" shall be deemed to be omitted.

14. In paragraph (b) of Regulation 58 of Part I for the word "three" there shall be deemed to be substituted the word "two" and in paragraph (c) of the said Regulation for the words "one-tenth" there shall be deemed to be substituted the words "one-twentieth".

15. Subject and without prejudice to any provisions of the Act requiring the holding of a general meeting for the purpose of passing a resolution, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid, And effective as if the same had been passed as an ordinary resolution at a general meeting of the Company duly convened and held.

DIRECTORS.

16. The number of the Directors shall not be more than five, or less than two.

17. The first Directors of the Company shall be Henry George Matthews Howard, Florence May Howard and Catherine Florence Carroll, and the said Henry George Matthews Howard shall be the Chairman, and so long as he remains a Director shall be entitled to hold office as Chairman until the Directors shall by resolution otherwise determine.

18. ²

19. Without prejudice to the provisions of Section 184 of the Act, the said Henry George Matthews Howard and Florence May Howard shall be entitled to hold office for life, and shall not be subject to retirement, either at the first Annual General Meeting or by rotation, or be taken into account in determining the rotation of retirement of Directors nor shall they be subject to the provisions of Article 22 (3) or to the provisions of Article 26 relating to the removal of a Director.

20. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

21. The Directors may from time to time appoint one or more of their body to the office of

² Deleted by written resolution dated 13 October 2017
Howards and Company (Brentwood) Limited - Mem and arts:23444873_I
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Managing Director for such term, and at such remuneration (whether by way of salary, or commission, or participation in profits, or partly in one way and partly in another) as they may think fit, and a Director so appointed shall not, while holding that office, be subject to retirement either at the first Annual General Meeting or by rotation, or be taken into account in determining the rotation of retirement of Directors nor shall he be subject to the provisions of Article 26 relating to the removal of a Director; but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a Director.

22. The office of a Director shall be vacated—

- (1) If by notice in writing to the Company he resigns the office of Director.
- (2) If he ceases to be a Director by virtue of Section 182 or Section 184 of the Act.
- (3) If he absents himself from three consecutive meetings of the Directors without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated office.
- (4) If he becomes bankrupt or makes any arrangement or composition with his creditors generally.
- (5) If he becomes prohibited from being a Director by reason of any order made under Section 188 of the Act.
- (6) If he is found lunatic or becomes of unsound mind.

23. No Director or intending Director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established. A Director shall be at liberty to vote in respect of any contract or arrangement in which he is so interested as aforesaid. The nature of the interest of any Director in any such contract or transaction shall be disclosed by him in the manner prescribed by Section 199 of the Act.

24. A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.

25. In Regulation 78 of Part I the words "unless the Company otherwise direct" shall be deemed to be omitted.

26. Subject as provided by Article 19 and 21 and without prejudice to the provisions of Section 184 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by an Ordinary Resolution appoint another person in his stead; the person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director