

Company No: 02131566

AMENDED ARTICLES OF ASSOCIATION

OF

A & GP (GROUP) LIMITED

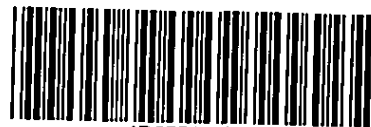
I hereby certify this to be a true copy of the Articles of Association of the
Company as amended by a special resolution passed on 19 May 2016



Peter Pearson

Director

FRIDAY



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20/05/2016

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COMPANIES HOUSE

THE COMPANIES ACTS 1985 and 2006

COMPANY LIMITED BY SHARES

AMENDED ARTICLES OF ASSOCIATION

OF

A & GP (GROUP) LIMITED

(as amended by special resolution passed on 19 May 2016)

PRELIMINARY

- 1 The regulations referred to in Section 8 of the Companies Act 1985 and known as Table "A" (hereinafter called "Table A") shall apply to the Company save and so far as hereinafter expressly mentioned. In case of any conflict between the provisions of Table "A" and the provisions of these Articles, the provisions of these Articles shall prevail.

SHARE CAPITAL

- 2 The Share Capital of the Company is £50,000 divided into 50,000 Shares of £1.00 each
- 3 a) All 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 and on such terms and in such manner as they think fit for a period of five years from the date hereof.
- b) In accordance with the provisions laid down in the Companies Act the Directors are empowered
- i) to issue redeemable shares of any class
- ii) to authorise the purchase by the Company of its own shares
- 4 The lien conferred by Clause 8 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 or two or more joint holders

TRANSFER AND TRANSMISSION OF SHARES

- 5 (A) Notwithstanding anything in these Articles contained the Directors may decline to register a transfer -
- (i) of a Share not fully paid up to a person of whom they do not approve; and
 - (ii) of a Share on which the Company has a lien,
- (B) No member shall transfer any share to anyone save in accordance with the following provisions;
- (i) a member desirous of transferring his Shares (hereinafter called "the selling member") shall give notice (hereinafter called "the notice of sale") to the Secretary of the Company containing an offer to sell the same, and stating the number of Shares which he desires to transfer and the price which he is willing to accept for such Shares
 - (ii) the Secretary shall thereupon send to each of the other members of the Company a circular containing the same particulars, and naming a day (being fourteen days after the receipt by him of the notice of sale) on or before which offers to purchase the same will be received. If on or before the day so named offers to purchase all or any of the Shares referred to in the notice of sale at the price named shall be received from members of the Company by the Secretary, he shall, as agent for the selling member and the proposing purchaser or purchasers declare a contract of sale to be concluded and shall give notice thereof to the selling member and the purchaser or purchasers.
 - (iii) if the offers for purchase shall together constitute offers to purchase a greater number of Shares than those offered for sale the Shares offered for sale shall be divided among the proposing purchasers in the proportions as nearly as possible in which they already hold Shares in the Company, provided that no proposing purchaser shall be liable to take more Shares than those he shall have offered to purchase, and any Shares which cannot be so divided as aforesaid without creating fractions shall be apportioned by lot among the proposing purchasers. The selling member and the members

declared to be the purchasers of the Shares shall give effect to the contract or contracts so made as aforesaid by the execution of proper transfers and the payment of the purchase price. Subject to paragraph A hereof such transfers shall be registered by the Directors

- (iv) if within twenty-one days after the service of the notice of sale on the Secretary (or within twenty-one days of the fixing of a fair value where necessary under paragraph D hereof) the selling member shall not receive notice that his offer to sell has been accepted on behalf of some member or members of the Company, he may within six months of the date of serving the notice of sale sell or dispose of the Shares referred to in such notice of sale, or so many of them as shall not have agreed to be purchased by a member or members of the Company to any other person, provided that such sale or disposal be at a price not less than that named in the notice of sale, and subject to paragraph A hereof the Directors shall register such transfer accordingly
 - (v) a notice of sale may be renewed from time to time, but the offer therein contained shall not be withdrawn until the expiration of twenty-one days from the time of the service thereof on the Secretary
- (C)(i) A transfer signed by a member contrary to the provisions of this Clause shall have effect only as is submitted to the Company in respect of the Shares therein purported to be transferred and stating as the price he is willing to accept the price (if any) mentioned in the transfer, or if no price is mentioned in the transfer, then the fair value to be fixed by the Auditors (or other accountant nominated by the Auditors) as set out in paragraph D hereof
- (ii) Whenever a member of the Company shall also be its employee (in whatever capacity employed other than as Auditor) he or she shall upon the determination of such employment (howsoever occasioned) forthwith deliver to the Secretary of the Company the notice of sale defined in paragraph B (i) hereof in respect of all the Shares then registered in his name (whether alone or jointly) and in default of such service of a notice of sale upon the Secretary within seven days of the date when his or her employment by the Company was determined as aforesaid such ex-employee shall be deemed to have served such notice of sale upon the Secretary on the day that that persons employment by the Company ceased and to have named as the price at which he or she will sell all his Shares such price as the Auditors of the Company shall certify in writing under their hands as the fair value thereof (for this purpose acting as experts and not as arbitrators) and the price so fixed shall be conclusive and binding

upon the ex-employee and the person or persons who under the foregoing provisions of this Schedule shall be or become the proposing purchasers

(D) At any time

- (i) After twelve months from the death or bankruptcy of a member (whether or not such member had previously been an employee of the Company), and
- (ii) If the person entitled to the Shares of that member in consequence of the death or bankruptcy (herein called the representative) has not then made an election pursuant to regulation 30 of Table "A" or if although he has then made an election there remains after six months of such election any of such Shares that have not then been the subject of a registration since the death or bankruptcy

then (without prejudice to their powers under regulation 18 of Table "A") the Directors may serve notice on the representative invoking this paragraph whereupon unless the representative shall procure a registration of the same within three months

- (a) The Directors shall then instruct the Auditors (or if the Auditors refuse then any accountant nominated for the purpose by the Auditors) to fix a fair value for such Shares the value so fixed being conclusive and binding on all parties, and
- (b) The same consequences shall then follow as though the representative had given notice of sale at the time the fair value is so fixed in respect of such Shares (or remaining Shares as the case may be) naming the fair value so fixed as the price he is willing to accept for the same

- (E) If and whenever the provisions of paragraph (B) hereof (hereinafter called "the pre-emption provisions" are invoked by a member of the Company (whether voluntarily) or as a result of the operation of paragraphs (C) or (D) hereof) and upon the arrival of the time for completion of the contract of sale (as defined by sub-clause (iii) of paragraph (B) aforesaid) it shall be found that the person by the pre-emption provisions to be treated as the selling member has failed or neglected or for other reasons omitted to execute proper forms of Share transfer in respect of the Shares by the pre-emption provisions to be sold such selling member by this regulation and under the authority of this deed by which these Articles of Association were constituted hereby irrevocably appoints the person for the time being holding office as the Secretary of the Company his agent and attorney and in his name to execute and do all such acts deeds transfers and things

necessary to give effect to and complete and perfect such contract for sale as aforesaid

DIRECTORS

- 6 1 Clauses 64 and 90 of Table "A" shall not apply to the Company
- 6 2 The number of directors of the Company shall not be subject to any maximum but shall not be less than one
- 6 3 If and for so long as the Company has a sole director, the director may exercise all of the powers, duties, discretions and responsibilities conferred upon or vested in the directors by or under these Articles."