

**COMPANIES ACT  
WRITTEN RESOLUTION  
OF**

**FORTE TRINITY LIMITED  
Company number: 3345091**

We, the undersigned, all being members of the above company, for the time being entitled to receive notice of, and vote at General Meetings, hereby unanimously pass the following resolution and agree that the said resolution shall for all purposes be as valid and effective as if the same had been passed at a General Meeting of the company duly convened and held.

It is resolved and unanimously agreed that the attached Memorandum and Articles of Association be substituted for the existing Memorandum and Articles of Association and that they be duly filed at Companies House together with a copy of this resolution.

Dated this 1st August 2019

Signed

.....  
Authorised signatory (CHAIRMAN)

.....  
Authorised signatory (DIRECTOR)

Contact Address in case of any problems-

Forte Trinity Limited  
Triangle House  
The Avenue  
Leigh  
WN71ES

admin@fortetrinity.net

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COMPANIES HOUSE

## **Forte Trinity Limited**

### **MEMORANDUM and ARTICLES OF ASSOCIATION**

preliminary and interpretation

#### **Corporate Trading Purpose**

The Company has been set up as a specialist consultancy to provide various Internet services which may include but not be limited to:

Web Site Design - Hosting - Email - Support - Search Engine Optimisation - Internet Marketing - Online Functionality - Professional Advice

1. In these articles the following terms shall have the following meanings:  
"the Act" means the Companies Act (as amended) in force at the date of adoption of these Articles "Table A" means the Regulations contained or incorporated in Table A in the schedule to the Companies (Tables A to F) Regulations in force at the date of adoption of these Articles.
2. Except as mentioned in these articles the regulations contained in or made applicable by Table A shall apply to the Company.
3. In regulation 1 of Table A between the words "in these regulations" and "the Act" there shall be inserted the words "and in any articles adopting them".
4. Where there is any conflict between these articles and the provisions of Table A applying to the Company by virtue of these articles, these articles shall prevail.

#### **Share capital**

5. In regulations 2 and 32 of Table A (which are concerned with the issue and alterations of share capital) the word "ordinary" shall be deleted and the word "special" shall be substituted for it.
6. The lien conferred by regulation 8 of Table A shall be extended to apply to all shares (whether part or fully paid) registered in the name of any person indebted or under any liability to the Company, whether he or she is the sole registered holder of them or one of two or more joint holders, and shall be extended to the amount of his or her debt or liability.
7. The directors are generally and unconditionally authorised for the purposes of section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the

amount of the share capital of the Company authorised but unissued at the date of adoption of these articles at any time or times during the period of 28 days from the date of adoption of these articles and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section SO) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

8. Section S9(1) of the Act (offers to shareholders on pre-emptive basis) shall not apply to the Company.

9. The Company's authorised share capital on the date on which these articles are adopted is £50,000.00 (fifty thousand pounds) with 14,444 shares issued of £1.00 each. All shares shall rank *pari passu* inter se in all respects.

### **Transfer of shares**

10. The directors shall register any transfer of any share, whether or not it is a fully paid share, made in accordance with articles 11 to 16.

### **Restriction on transfers**

#### **Part 1 : definitions**

11. In the regulations relating to share transfers the following terms shall have the following meanings:

"Acceptance" means (as appropriate) either a written notice by the Company under article 12.6 or by a Relevant Member in response to an Offer Notice.

"Buyer" means a Relevant Member who sends an Acceptance or the Company in respect of any shares which the directors decide it will buy.

"Offer Notice" means a written notice from the Company to the Relevant Members served not less than seven days after the Price has been notified to the Seller stating - the number of Sale Shares available, - the price per share, - the number provisionally allocated to the member, - that the member is entitled to state the maximum number (if any) which he wishes to buy, and - that the member is entitled to state the number (if any) of shares which he wishes to buy in addition to the allocated number.

"Permitted Transfer" means any of the following transfers of Shares including those by personal representatives of deceased members –

The transfer of all or any Share(s) to any other holder of Shares (subject to Article 16.2)

- The transfer of all or any Share(s) to a Privileged Relation (subject to Articles 12 and 16.2)

- Any transfer of any share which has been approved in writing by the holders of a majority of the Shares

"Price" means -the price agreed between the Seller and the directors of the Company, or the price assessed under article 14.1, or

- in the circumstances referred to in article 14.2

"Price Date" means the date on which the price is agreed or assessed under article 14

"Privileged Relation" means the spouse or partner (who was a partner at the time of the death or incapacity of the shareholder) or widow or widower of the shareholder and the shareholder's children and grandchildren.

"Related Company" means in relation to any holder of shares in the company any company which at any time controls or is controlled by or is under common control with that shareholder.

"Relevant Event" means any circumstances which may affect or cause the transfer or purported transfer of any share in the Company except in accordance with these articles,

- the appointment of any trustee in bankruptcy of any member or the entering into by any member of an individual voluntary arrangement or any other arrangement or composition for the benefit of its creditors generally or

- where any member has a receiver, manager, administrative receiver or administrator appointed in respect of it or over all or any part of its undertaking or assets or enters into liquidation (other than a solvent liquidation for the purposes of reconstruction or amalgamation) or suffers any analogous event due to insolvency ("Corporate Insolvency"), or

- where any, member becomes controlled (as defined by Section 840 of the Income and Corporation Taxes Act 1988) by person(s) who were not shareholders in that member on the date on which it became a member of the Company or on the date of adoption of these Articles (whichever shall be the later) ("Change of Control")

- the termination of the employment or directorship of any employee or director of the Company who is a member for gross misconduct (as defined in Article 14.2)

- the conviction of any member for a serious criminal offence

"Relevant Members" means members of the Company other than the Seller.

"Sale Shares" means all the shares in the Company's capital

- in the Transfer Notice if actually given by the Seller, or - registered in the Seller's name or in which he or she has a beneficial interest if the Transfer Notice is deemed to have been given.

"Seller" means the holder or holders of Sale Shares in respect of which Transfer Notice is given or deemed to have been given.

"Transfer" a noun includes the renunciation or other disposal of shares allotted or rights in respect of shares granted to a member of and any transfer or other act of or relating to a beneficial interest in any share, or any rights attached to any share and the verb "to transfer" shall be construed accordingly.

"Transfer Notice" means a written notice given or a notice deemed to be given by the Seller to the Company stating in the former case the number of Sale Shares he wishes to transfer and (if any) the name of the proposed buyer and the price for the Sale Shares.

## **Part 2: Procedure**

12. If a member or the personal representatives of a deceased member wishes to transfer a share or a Relevant Event occurs the following procedure shall apply so far as is appropriate in the circumstances of each transaction with the exception of a transfer to a privileged relation. Any member wishing to transfer a share to a privileged relation may do so at their absolute discretion at any time without there being any restriction as to price but must notify the Company in writing of their intention to do so and the Company may not prevent such a transfer unless the Company may reasonably demonstrate that the transferee is not fit to become a member or that such a transfer may prejudice the position of the Company.

12.1. The Seller shall give a Transfer Notice to the Company or (if a Relevant Event occurs) the Company shall give written notice to the Seller stating that he or she is deemed to have given a Transfer Notice.

12.2. The Company and the Seller shall try to agree the Price notwithstanding which if such a transfer is from the personal representative of a deceased member or a privileged relation following the death of a member such transfer shall have no restriction as to price subject to such a transfer being made to any privileged relation of the deceased member.

12.3. If the Price is not agreed within one month starting on the date on which the Transfer Notice is or is deemed to be given it the minimum price shall be assessed under article 14 although the concept of willing seller and willing buyer shall always apply.

12.4. The directors shall notify the Seller of the Price the Company will offer for the Sale Shares not later than seven days after the Price Date.

12.5. A Transfer Notice actually given by the Seller may not be withdrawn by him except by written notice to the Company within fourteen days of the Price Date stating that he or she does not agree the Price as fixed under article 14. A Transfer Notice deemed to be given pursuant to a Relevant Event cannot be withdrawn.

12.6. The Sale Shares may be bought by the Company at the Price subject to willing seller and willing buyer. The directors shall determine whether and if so how many of them the Company will buy and if they do so determine they shall (not later than twenty-eight days from the Price Date) notify the Seller by an Acceptance of the number of Sale Shares to be bought by the Company.

12.7. The directors shall without delay provisionally allocate the Sale Shares not to be bought by the Company to the Relevant Members in proportion (as nearly as may be) to the number of shares held by them at close' of business on the day of the Transfer Notice.' The directors may at their discretion allocate any shares not being capable of being divided exactly amongst the Relevant Members.

12.8. On completing the allocation under article 12.7 and in any event not later than twenty eight days from the Price Date the directors shall issue the Offer Notices in accordance with the allocation.

12.9. Relevant Members who wish to buy Sale Shares shall send an Acceptance to the Company not later than fourteen days after service of the Offer Notice.

12.10 The directors on receipt of Acceptances shall allocate the Sale Shares amongst the Buyers:

firstly in proportion (as nearly as may be) to the number of shares held by them at the close of business on the day of the Transfer Notice;

secondly in respect of any shares not so allocated amongst those Buyers whose Acceptances were in respect of a maximum number exceeding the shares allocated to them under the allocation mentioned above in proportion between such members on the basis mentioned above until either all the Sale Shares have been so allocated or all Acceptances have been satisfied to the full; but no Sale Shares may be allocated to any Buyer in excess of the maximum number (if any) stated by any Buyer that he is willing to buy.

12.11 Other than in the event of a Relevant Event if following the allocation of Sale Shares between members of the Company pursuant to this article 12 Acceptances have not been received by the Company for all of the Sale Shares the Seller shall be permitted to transfer within 3 months of the date on which the directors notify the Seller that there are not Buyers for all the Sale Shares such Sale Shares which are not the subject of Acceptances to the proposed buyer ("third party") as stated in the Transfer Notice at a price no less than the Price (save that in the event of a transfer by the personal representatives of a deceased member under the terms of such deceased member's will or intestacy the Price for the purposes of this Article 12.11 shall be nil consideration) subject always to the third party if required entering into a deed of adherence to any shareholders agreement or arrangement between the

Seller and other members of the Company (including the Shareholders Agreement as defined in article 16.3: 3).

12.12 Shares must be offered to other existing shareholders prior to any sale to a third party such offer to be made under the convention of willing seller and willing buyer at a price which may be agreed between the parties

### **Part 3 : Completion**

13.1 As soon as is possible the directors shall write to each Buyer and the Seller (as appropriate):

- notifying the Buyer of the number of shares allocated and the amount payable to be paid in favour of the Company
- sending to the Seller transfers for the Sale Shares in respect of which Buyers have given Acceptances; and
- requiring the transfers and share certificates (or an indemnity in such form as the directors require for any Sale Share whose certificate is not delivered to them) to be sent to the Company within seven days; and
- notifying the Seller of the number of Sale Shares (if any) in respect of which Acceptances have not been received.

13.2 The directors shall not complete any transfer of Sale Shares unless they have received the Price for all the Sale Shares.

13.3 On each completion of a sale and purchase of Sale Shares the directors shall:

- enter the Buyer in the register of members;
- send a certificate to each Buyer for the Sale Shares bought;
- (if entitled to do so under these articles) send a remittance to the Seller for the Sale Shares; and
- send to the Seller a certificate for any Sale Shares not transferred to Buyers.

### **Part 4 : Price**

14.1 The overriding consideration for the Price shall be the concept of willing Seller and willing Buyer at a price agreed between the parties. If the Price is not fixed in any other way the minimum Price payable shall be assessed by an independent accountant to be selected by the Seller and the Company or in default of agreement within 14 days of the expiry of the one month period referred to in article 12.3 to be nominated by the President for the time being of the Institute of Chartered

Accountants on the application of the first of them to apply to him- as a fair price for the Sale Shares assuming a willing buyer and a willing seller without regard to;

- the absence of any dividend or other return to the shareholders and the fact that the shares to be valued represent a majority or a minority interest in the Company's share capital; or

- when registered the transfer of shares might result in any person's interest in the Company's share capital becoming a majority; but for the avoidance of doubt if the Seller is a director of, employed by or a consultant to the Company having regard, if that is the case, to the fact that his involvement with the Company is reducing changing or ceasing

14.2 If a Transfer Notice is given or deemed to have been given as a result of the termination of the employment of any member who is an employee by reason of gross misconduct the Price of the Sale Shares shall be the amount paid up in respect of the relevant Sale Shares.

## **Part 5 : Administration**

15.1 The process culminating with the service of an Acceptance shall constitute a contract between the Seller and the Buyer for the sale at the Price of a number of Sale Shares to be determined by the directors in accordance with these regulations.

15.2 No part of the Price shall be paid to the Seller until he has delivered to the Company all necessary transfers and certificates and indemnities. Until the Price is paid to the Seller it shall be held by the Company in a designated trust account for his benefit and if because of any act or omission by the Seller it remains in that account at the end of one month from the date of the Transfer Notice the directors may at any time resolve that it be forfeited by and belong to the Company free from all claims of the Seller.

15.3 If the Seller fails to execute a transfer of the Sale Shares any director designated by a resolution of the directors shall be attorney of the Seller with full power to execute, complete and deliver in the name and on behalf of the Seller a transfer or transfers of the Sale Shares to the Buyers. A transfer under this regulation may be registered notwithstanding that the certificate for any Sale Share has not been delivered to the directors or that the price or part of it has not been paid to the Seller.

15.4 If the Price is fixed by any person under article 14 he or she shall certify it to the Company in writing and shall act as an expert and not an arbitrator and (save in the event of manifest error) his or her decision shall be final and binding upon the parties.

15.5 After a Transfer Notice has been served the Seller shall have such number of votes as exceeds by one vote the number of votes required to be cast whether on a show of hands or a poll or a resolution in writing to defeat a proposal for a



resolution for the deletion or alteration of any article affecting his or her rights as a Seller or the cancellation or alteration of these articles of association or any other act which would have the same or a similar effect.

15.6 The Seller shall not be entitled to exercise any right to vote at any meeting of the Company or its directors after service of a Transfer Notice except under article 15.5.

#### **Part 6: Excluded transfers/transfers of entire share capital**

16.1 No Seller of any shares may make a Permitted Transfer to any company or business which operates in competition with the company unless by agreement of the directors.

16.2:1 If the holder(s) of a majority of the shares ("Majority Shareholders") wish to transfer all their shares to an Independent Buyer and such transfer is not a Permitted Transfer, the Majority Shareholders shall procure that an Offer is made which is open for as long as is necessary to complete procedures in this article 16.2.

16.2: 2        If an Offer is made pursuant to article 16.2: 1:

- the Minority shareholders shall have the right to outbid the Independent Buyer and so prevent the transfer under 16.2:1 subject to a reasonable timescale being agreed between the Majority Shareholders and the Minority Shareholders for completion of the transfer which shall be no longer than 28 days from the date of the offer by the Minority Shareholders
- the Minority Shareholders shall be deemed to have accepted the Offer if they do not wish to exercise the right to outbid the Independent Buyer ; and
- the Majority Shareholders shall use their best endeavours to procure that the maker of the Offer completes the purchase of all of the shares of the Minority Shareholders on the terms of the Offer, and
- the Majority Shareholders may sell the whole of their shares on the terms of the Offer to the maker of the Offer provided that the maker of the Offer completes the purchase of all of the shares of the Minority Shareholders on the terms of the Offer on or before completion of the sale of the shares of the Majority Shareholders pursuant to the Offer.

16.2:3 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this article.

#### **Proceedings at general meetings**

17. No business shall be transacted at any Shareholders meeting unless a quorum is present. A quorum shall consist of any holders of shares invited to a Shareholders meeting such that written notice shall have been given at least twenty eight days before the date of the Shareholders meeting. If a quorum is not present

within 30 minutes after the time appointed for the meeting the meeting shall be adjourned until seven days later at the same time and place or at such other time or place as the directors may determine. At such adjourned meeting a quorum shall consist of any two directors of the Company such that one of the directors must be a Shareholder.

#### **Alternate directors**

18. Any person as is mentioned in regulation 65 in Table A, may act as an alternate director for more than one director. An alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he or she represents in addition to his or her own vote (if any) as a director} but he or she shall count as only one for the purpose of determining whether a quorum is present.

#### **Delegation of directors powers**

19. The directors may delegate any of their powers (with power to sub- delegate) to committees consisting of such person or persons (whether directors or not) as they think fit. Regulation 72 of Table A shall be modified accordingly and references in Table A to a committee of directors or to a director as a member of such a committee shall include a committee established under this article or such person or persons.

#### **Borrowing powers**

20. The directors may exercise all the powers of the Company to borrow or raise money, to give guarantees and to mortgage or charge the Company's undertaking, property and assets (including any uncalled capital), or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for a debt liability or obligation of the Company or of any third party.

#### **Appointment and retirement of directors**

21. The directors shall appoint a Chairman who shall have the following rights:

21.1 To appoint or dismiss directors at his or her absolute discretion subject to there being reasonable grounds so to do although the directors may seek arbitration in such circumstances

21.2 In the event of failure by the board of directors to agree unanimously at any meeting the Chairman shall have the final decision which shall be binding on the board of directors

22. The directors shall not be subject to retirement by rotation, and accordingly regulations 73} 74 and 75 of Table A shall not apply to the Company, and all other references in Table A to rotation shall be disregarded.

23. The whole of regulations 76 and 77 of Table A and the words "subject as aforesaid" in regulation 78 shall not apply to the Company.

24 Any member or members together holding 26% or more of the shares in the capital of the Company

24.1: 1 May at any time by a written notice to the Company in respect of each holding of 26% of the shares in the capital of the Company appoint not more than one person to be a director of the Company in respect of such 26% holding and remove and replace any director so appointed;

and

24.1:2 Shall have sufficient number of votes on any poll at a general meeting to defeat any resolution for the removal of any director so appointed by him or them (as the case may be) unless the Chairman has dismissed the director in which case the matter shall be referred to arbitration

### **Associate directors**

25. The directors may from time to time appoint, any person employed by the Company to be an associate director of the Company for such period and on such terms as they think fit. .'

25.2 The directors may revoke the appointment of any associate director without notice and that associate director shall not be entitled to any claim for compensation or otherwise as a result of a revocation or to any reason for it.

25.3 Neither the appointment of an associate director nor the revocation of his or her appointment shall (unless otherwise agreed) affect his or her existing terms and conditions of employment, remuneration or other rights, benefits or duties and he or she shall not (unless otherwise agreed) be entitled to any extra remuneration or other benefits by virtue of his or her appointment as an associate director.

25.4 The appointment of an associate director shall be automatically revoked if he or she ceases to be employed by the Company.

25.5 An associate director shall not have access to the Company's accounts and books (including minute books relating to minutes of meetings of the directors) and shall not be entitled to receive notice of or to attend or vote at meetings of the directors. References to directors in the articles shall not include any associate director.

25.6 The directors may enter into any contracts or arrangements and transact any business without the knowledge or approval of any associate director, but no contract, arrangement or transaction shall be carried out which would impose any personal liability on any associate director except with his or her consent.

### **Directors' appointments and interests**

26. In regulation 85 of Table A after the words "he has disclosed" there shall be added the words "in writing".

27. Regulation 94 of Table A shall not apply to the Company. If a director has complied with the duty of disclosure imposed by regulation 85 of Table A and section 317 of the Act and has done so in writing at or before the meeting at which the resolution is proposed, he or she shall be counted in the quorum and may vote at any meeting of directors or a committee of directors on any resolution concerning a matter in which he or she has, directly or indirectly, an interest or duty which is material or does or may conflict with the interests of the Company.

28. There shall be added the following words before the full stop at the end of regulation 96 of Table A: "and the Company may by special resolution ratify any transaction undertaken in breach of any such provisions" .

### **Proceedings of directors**

29. The directors may meet as often as they think necessary. At least 7 clear days' prior notice, which may be oral, shall be given to all directors of the time and place of all meetings of directors unless any director indicates his willingness to accept shorter notice. The directors may meet without the Chairman for the purposes of conducting the business of the company but the Chairman must be notified of such meetings and be given the opportunity to attend.

30. All directors or any committee of them may participate in a meeting of the directors or that committee by a conference telephone or any communication system which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum. The meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no such group where the chairman of the meeting then is.'

31. The quorum for the transaction of the business of the directors shall be two unless a deciding vote is required in which case the Chairman's decision shall be binding on the directors . Regulation 89 shall be construed accordingly. If a quorum is not present within 30 minutes after the time appointed for the meeting the meeting shall be adjourned until seven days later at the same time and place or at such other time or place as the directors may determine. At such adjourned meeting a quorum shall consist of any two directors of the Company.

### **Notices**

32.1. In regulation 112 of Table A, the words "or email or facsimile or other means of instantaneous transmission" shall be inserted before the words "or by sending it by" and the words "first class" shall be inserted before the words "post in a prepaid envelope". Regulation 112 as so varied shall (mutatis mutandis) apply also to written notices to directors.

32.2. Where a notice is sent by first class post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing it has been posted.

32.3. Where a notice is sent by email or facsimile or other means of instantaneous transmission, service shall be deemed to have been effected at the time of transmission if, either: the appropriate answer back or other confirmation of the transmission is received; or, - (where the means of transmission does not incorporate an answer back or confirmation) a copy of the notice is sent to the addressee by first class post.

### **Indemnity and insurance**

33. The indemnity given by regulation 118 of Table A shall be extended to include all liabilities incurred by every director or other officer or auditor of the Company in relation to or in connection with his duties, powers or office and his actual or purported discharge or exercise of them. Without prejudice to the indemnity given by regulation 118 of Table A the directors may effect insurance for the benefit of any person who is or at any time was a director, other officer or auditor of the Company or any of its subsidiaries including insurance against any liability incurred by such person in respect of any act or omission in relation or in connection with his duties, powers of offices or his actual or purported discharge or exercise of them.

**ADOPTED 1ST AUGUST 2019**