

**THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

OF

A. B. ELECTRICAL SERVICES (HULL) LIMITED (Company Number 04723629)

As amended by Written Resolution dated 2 April 2015

PRELIMINARY

- 1 (i) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A"), subject to the additions, exclusions and modifications hereinafter expressed shall constitute the Articles of Association of the Company
- (ii) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

SHARE CAPITAL

- 2 The capital of the Company is £1,000 divided into 900 Ordinary Shares of £1 00 each and 100 "A" Ordinary Shares of £1 00 each. The Ordinary Shares and "A" Ordinary Shares shall rank *pari passu* in all respects except as provided and pursuant to regulations 25 to 29 inclusive of the Articles of Association of the Company. ~~The Ordinary Shares of the Company shall be designated by the Directors of the Company as Ordinary Shares and "A" Ordinary Shares at the time of their allotment and issue~~
- 3 The Directors of the Company may (subject to Articles 4 and 5(i) below and section 80 of the Act) allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by section 80(2) of the Act) in the Company on such terms and conditions and in such manner as they think proper
- 4 The Directors of the Company are generally and unconditionally authorised during the period of five years from the date of incorporation of the Company to allot, grant right to subscribe for or convert securities into shares in relation to the original shares in the authorised share capital of the Company to such persons at such times and on such terms and conditions as they think fit, subject to the provisions of section 80 of the Act
- 5 (i) Subject to any direction to the contrary that may be given by Special Resolution by the Company in General Meeting, any shares comprised in the original and any increased authorised share capital of the Company shall, before they are issued, be offered to the Members in proportion as nearly as possible to the nominal value of existing shares held by them and such offer shall be made by

THURSDAY



notice specifying the number of shares to which the Member is entitled and limiting a time within which the offer if not accepted shall be deemed to be declined, and after the expiration of such time or on receipt of an intimation from the Member to whom the notice is given that he declines to accept the shares, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The provisions of this paragraph shall have effect only insofar as they are not inconsistent with section 80 of the Act

(ii) In accordance with section 91(1) of the Act, section 89(1) and sections 90(1) to (6) (inclusive) of the Act shall not apply to the Company

SUBSCRIBER SHARES

- 6 Notwithstanding any Regulation of Table A to the contrary, the subscriber to the Memorandum of Association shall be liable to pay in full for the share agreed to be taken by it within 1 hour of receiving a call made upon it for such payment. If at the expiry of that period such call remains unpaid, such share shall be liable to immediate forfeiture by a resolution of the Directors without further notice. Upon such forfeiture the subscriber shall have no further obligation to pay for such share, unless re-allotted to it. In accordance with Regulation 20 of Table A, the Directors may re-allot the subscriber share on such terms and in such manner as they determine either to the person who was before the forfeiture the holder, or to any other person. Regulation 22 of Table A shall be amended by the addition, after the word "secretary", of the words "(or, in the case of a corporate director or secretary, by an authorised representative of that corporate director or secretary)"

LIEN

- 7 (i) The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The Company shall also have a first and paramount lien on every share (whether or not it is a fully paid share) ~~standing registered in the name of any Member solely or registered in the~~ names of two or more joint holders for all moneys presently payable by him or his estate to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article
- (ii) Regulation 8 of Table A shall not apply to the Company

NOTICE OF GENERAL MEETINGS

- 8 (i) Regulations 112 and 115 of Table A shall not apply to the Company
- (ii) Every Member is entitled to written notice of every meeting of the Company, at such address as the Member may inform the Directors of from time to time, provided that a notice given to a joint holder whose name stands first in the Register of Members in respect of a jointly held share shall be sufficient to notify those holding jointly with him. A notice shall be deemed to have been received
- (a) when given, if delivered personally,
 - (b) on the next business day, if sent by facsimile, telex, or email,
 - (c) after two clear days, if sent by telegram to any properly notified address or if properly addressed and sent within the United Kingdom by pre-paid registered or recorded delivery post,
 - (d) after seven clear days, if properly addressed and sent to or from an address outside the United Kingdom by pre-paid registered or recorded delivery post,

and subject to the above, Regulation 116 of Table A shall be modified accordingly

(iii) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of any such meeting. Regulation 39 of Table A shall not apply to the Company

- 9
- (i) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if so agreed
- (a) in the case of an Annual General Meeting, by all of the Members entitled to attend and vote thereat, and
- (b) in the case of any other Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent, in nominal value of the shares giving that right
- (ii) The notice shall specify the time and place of the Meeting and in the case of special business only the general nature of the special business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such
- (iii) All business shall be deemed special that is transacted at an Extraordinary General Meeting and also that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of the Auditors
- (iv) Subject to the provisions of these Articles and to any restrictions imposed on any shares, all notices of and any other communications relating to any General Meetings of the Company or of the separate General Meetings of the holders of any class of share capital of the Company shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a Member and to the Directors and Auditors of the Company for the time being.
- (v) Regulation 38 of Table A shall not apply to the Company

PROCEEDINGS AT GENERAL MEETINGS

- 10
- (i) No business shall be transacted at any Meeting unless a quorum is present at the time the Meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum
- (ii) For so long as the Company has only a sole Member entitled to vote upon the business to be transacted, that Member shall constitute a quorum if present in person or by proxy or, if that Member is a corporation, by a duly authorised representative
- (iii) If such a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine. If at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, such adjourned Meeting shall be dissolved
- (iv) Regulations 40 and 41 of Table A shall not apply to the Company
- 11
- (i) For so long as the Company has only a sole Member entitled to vote

upon the business to be transacted, any decisions or actions made or taken by that Member which are ordinarily required to be made or taken in General Meeting of the Company or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in General Meeting save that this paragraph shall not apply to resolutions passed pursuant to Sections 303 and 391 of the Act

(ii) Any decision taken by a sole Member pursuant to paragraph (i) above shall be recorded in writing and delivered by that Member to the Company for entry in the Company's Minute Book

NUMBER OF DIRECTORS

- 12 (i) Unless otherwise determined by Ordinary Resolution in General Meeting of the Company the number of Directors (other than Alternate Directors) shall not be subject to any maximum, and the minimum number of Directors shall be one. If and for so long as the number of Directors is one, a sole Director may exercise all the authorities and powers which are vested in the Directors by Table A and by these Articles. Regulation 89 of Table A shall be modified accordingly
- (ii) Regulation 64 of Table A shall not apply to the Company

APPOINTMENT OF DIRECTORS

- 13 The first Directors of the Company shall be as named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Act
- 14 No person shall be appointed a Director at any General Meeting unless
- (a) he is recommended by the Directors, or
- (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Register of Directors of the Company together with notice executed by that person of his willingness to be appointed
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- 15 Subject to Article 14 above, the Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director
- 16 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors
- 17 The personal representatives of any person occupying the position of both sole director and sole member of the Company upon his death shall be entitled, on serving notice in writing at the Company's Registered Office, to appoint a person as a Director. Any such appointment shall be deemed for all purposes to be as valid as an appointment made in accordance with the provisions of Article 15 above
- 18 The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) of Table A shall not apply to the Company

DIRECTORS' GRATUITIES AND PENSIONS

- 19 (i) The powers of the Company set out in Clause 3(p) of the Memorandum of Association may be exercised by the Directors of the Company
(ii) Regulation 87 of Table A shall not apply to the Company

PROCEEDINGS OF DIRECTORS

- 20 (i) A resolution in writing signed by all the Directors (including a sole Director) entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors, but a resolution signed by an alternate Director who has appointed an Alternate Director, it need not be signed by the alternate Director in that capacity Regulation 93 of Table A shall not apply
(ii) Any Director for the time being absent from the United Kingdom may supply to the company an address and/or telex or facsimile transmission number whether or not within the United Kingdom to which notices of meetings of the Directors may be sent shall then be entitled to receive at such address or number notice of such meetings Regulation 88 of Table A shall be modified accordingly
(iii) A person in communication by electronic means with the chairman and with all other parties to a meeting of the Directors or of a committee of the Directors shall be regarded for all purposes as personally attending such a meeting provided that but only for so long as at such a meeting he has the ability to communicate interactively and simultaneously with all other parties attending the meeting including all persons attending by electronic means
(iv) a meeting at which one or more of the Directors attends by electronic means is deemed to be held at such place as the Directors shall at that meeting resolve In the absence of a resolution as aforesaid, the meeting shall be deemed to be held at the place, if any, where a majority of the Directors attending the meeting are physically present, or in default of such a majority, the place at which the Chairman of the meeting is physically present
(v) In the Articles "electronic" means actuated by electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and "by electronic means" means by any manner only capable of being so actuated
(vi) A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising therefrom, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration
(vii) Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company

BORROWING POWERS

- 21 The Directors may exercise all the powers of the Company to borrow without limit as to the amount and upon such terms and in such manner as they think fit

THE SECRETARY

- 22 The Secretary or Joint-Secretary of the Company shall be as named in the

statement delivered to the Registrar of Companies pursuant to section 10 of the Act

THE SEAL

- 23 (i) The seal, if any, of the Company shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or a second Director. The provisions of Regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company adopts a common seal. Regulation 101 of Table A shall not apply to the Company.
- (ii) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

TRANSFER OF SHARES

- 24 The Directors may, in their absolute discretion, decline to register the transfer of a share whether or not it be a fully paid share, and no reason for the refusal to register the aforementioned transfer need be given by the Directors. The first sentence of Regulation 24 of Table A shall not apply to the Company.

DIVIDENDS

- 25 (i) Subject to the provisions of the Companies Act 2006, the Company may by ordinary resolution declare dividends to the holders of the Ordinary Shares or "A" Ordinary Shares in accordance with the respective rights of the members but no dividend in respect of any designated class of Ordinary Share or "A" Ordinary Share shall exceed the amount recommended by the Directors.
- (ii) The Directors shall have an absolute discretion to recommend and to pay ~~(pursuant to Regulation 103 of Table A) a dividend to both, one or none of the designated classes of Ordinary Shares and "A" Ordinary Shares~~.
- (iii) Subject to regulation 25(i) the Company may declare a dividend to both, one or none of the designated classes of Ordinary Shares and "A" Ordinary Shares.
- (iv) Subject to regulation 25(i) the Company may declare a dividend of different amounts to the holders of different designated classes of Ordinary Shares and "A" Ordinary Shares.
- (v) Regulation 102 of Table A shall not apply to the Company."

VOTING RIGHTS OF MEMBERS

- 26 (i) At a general meeting, on a show of hands every holder of Ordinary Shares who is present in person or by proxy shall have one vote, unless the proxy is himself a member entitled to vote, on a poll every holder of Ordinary Shares present in person or by proxy shall have one vote for each share of which he is the holder, and on a vote on a written resolution every holder of Ordinary Shares has one vote for each share of which he is the holder.
- (ii) For the avoidance of doubt the holders of "A" Ordinary Shares have no voting rights at general meetings of the Company or on written resolutions of the Company.

REPAYMENT OF CAPITAL

- 27 (i) On a return of assets on liquidation, capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall (to the extent that the Company is lawfully able to do so) be applied in the following order of priority
- (a) first, in paying to the holders of the "A" Ordinary Shares an amount equal to no more than the par value per share, and
 - (b) second, in paying the remainder to the holders of the Ordinary Shares
- (ii) In the event of the sale of the entire issued share capital of the Company any "A" Ordinary Shares not redeemed immediately prior to the time of such sale shall be redeemed by the Company at par plus the dividend, if any, payable thereon calculated pro rata to the date of sale of the entire issued share capital of the Company

DRAG ALONG

- 28 (i) For the purposes of this clause the expression **Qualifying Offer** shall mean a document in writing delivered to the holders of a majority of the Ordinary Shares containing a bona fide offer from a third party to acquire the entire issued share capital of the Company, including all the "A" Ordinary Shares at their par value
- (ii) If a Qualifying Offer is made by or on behalf of any person (the **Offeror**) and the holders of a majority of the Ordinary Shares (the **Accepting Shareholders**) (the holders of the "A" Ordinary Shares not being Accepting Shareholders from hereon being referred to as the **Remaining Shareholders**) wish to accept the Qualifying Offer then the Accepting Shareholders shall notify the Remaining Shareholders of the fact of the Qualifying Offer, the identity of the Offeror, and the terms and conditions of the Qualifying Offer
- (iii) ~~The Remaining Shareholders shall be deemed to have accepted the Qualifying Offer in accordance with its terms and to have irrevocably waived any pre-emption rights that they may have in relation to the transfer of the Shares of which they are a holder and shall be obliged to deliver to the Offeror or his nominee executed transfers of such Shares and the certificate(s) in respect of them~~
- (iv) If any of the Remaining Shareholders do not within seven days of being required to do so under this clause execute and deliver transfers in respect of the "A" Ordinary Shares held by them and deliver the certificate(s) in respect of those "A" Ordinary Shares (or a suitable indemnity in lieu of the share certificates) then the Accepting Shareholders shall be entitled to execute the necessary transfer(s) and indemnities on the Remaining Shareholders' behalf where necessary and, against receipt by the Company (on trust for such party) of the purchase monies payable for the relevant "A" Ordinary Shares, deliver such transfer(s) and certificate(s) or indemnities to the transferee(s) or their nominees and register such transferee(s) or their nominees as the holders of the relevant "A" Ordinary Shares and after such transferee(s) or their nominees have been registered as the holders the validity of such proceedings shall not be questioned by any person. As security for the above obligations each shareholder irrevocably appoints the other shareholders as its attorneys to execute and do all such deeds, documents and things in the name of and on behalf of the himself as may reasonably be required to give full effect to the provisions of this clause
- (v) If the Accepting Shareholders shall not notify the Remaining

Shareholders of the fact of the Qualifying Offer, the Accepting Shareholders shall be required not to complete the sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect

DEEMED TRANSFER OF SHARES

- 29 (i) If a holder of "A" Ordinary Shares ceases to be employed by the Company they shall be deemed to have served a notice transferring their shares to the Company and the Company shall be entitled to redeem the "A" Ordinary Shares at par value plus the dividend, if any, payable thereon calculated pro rata to the date of termination of employment. Upon termination of employment, the Company will send a notice in writing to the holders of the "A" Ordinary Shares, such notice setting out the number of "A" Ordinary Shares to be redeemed and the amount of any dividend, if any, payable thereon.
- (ii) On the date of redemption set out in any such notice as is referred to in regulation 29(i) above the registered holders of the "A" Ordinary Shares to be redeemed shall be bound to deliver to the Company the relevant certificates for cancellation, and the Company shall pay to them the redemption money in respect of such "A" Ordinary Shares plus the dividend, if any, payable thereon calculated pro rata to the date of termination of employment.
- (iii) If any holder of the "A" Ordinary Shares shall fail or refuse to surrender the certificate or certificates for such "A" Ordinary Shares or shall fail or refuse to accept the redemption money payable in respect of them such money shall be retained and held by the Company in trust for such holder but without interest or further obligations.
- (iv) No "A" Ordinary Shares shall be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of shares made for the purposes of the redemption or out of capital to the extent permitted by the Companies Act 2006.
- (v) No "A" Ordinary Shares redeemed by the Company shall be capable of re-issue and on redemption of any "A" Ordinary Shares the Directors may convert the authorised share capital created as a consequence of such redemption into shares of any other class of share capital into which the authorised share capital of the Company is or may at that time be divided of a like nominal amount (as nearly as may be) as the shares of such class then in issue or into unclassified shares of the same nominal amount as the "A" Ordinary Shares.

INDEMNITY

- 30 (i) Every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
- (ii) The provisions of paragraph (i) above of this Article shall not have effect in any proceedings resulting in a breach of the provisions of Section 310 of the Act.
- (iii) Regulation 118 of Table A shall not apply to the Company.