

Company number 06492282

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

DARO GROUP LIMITED (Company)

4 February 2014 (the Circulation Date)

FRIDAY



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COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (**Resolution**)

SPECIAL RESOLUTION

1 THAT the draft regulations attached to these written resolutions be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

AGREEMENT

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

The undersigned, the only person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution

Signed by DAMON GOODYEAR

Date

D Goodyear
4/2/14

NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using the following methods

- **By Hand** delivering the signed copy to the Registered Office

If you do not agree to the Resolution, 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 Resolution, you may not revoke your agreement

3 Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.

The Companies Act 2006
Private Company Limited by Shares
Articles of Association
Of Daro Group Limited
(Co no. 06492282)



Preliminary

1. Subject as hereinafter provided the Regulations incorporated in the Model Articles as set out in Schedule 1 to the Model Articles for private Companies Limited by Shares as amended and hereinafter called "Model Articles" shall apply to the Company
2. The Articles hereinafter contained, together with the Regulations incorporated in the Model Articles subject to their exclusion or modification hereinafter expressed, shall constitute the regulations of the Company
3. Any reference in these Articles to "the Act" shall mean the Companies Act 2006

Share Capital

4. Share Capital

- 4 1 The Directors are authorised in accordance with Section 551 of the Act to exercise the power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company This power shall be exercisable at any time before the date of the fifth anniversary of these Articles This Authority may be revoked, varied or renewed (but not for more than five years at a time) by ordinary resolution
- 4 2 The issued share capital of the Company at the date of adoption by these Articles is £30,320 divided into,
 - 4 2 1 19,760 ordinary shares of 50p each ("Ordinary Shares"),
 - 4 2 2 7,980 preference A shares of £1 54 each ("Preference A Shares"),
 - 4 2 3 5,700 preference B shares of £1 43 each ("Preference B Shares"),
- 4.3. The shares in the Company shall have the following rights attached,
 - 4 3 1 Preference A and Preference B shares (together **Redeemable Shares**) and Ordinary Shares shall rank pari passu in the distribution of capital in winding up the company
 - 4 3 2 an Ordinary Share shall entitle the holder to vote at meetings of members
 - 4 3 3 a Redeemable Share shall not entitle the holder to vote at meetings of members
 - 4 3.4 dividends shall be distributed as in accordance with Article 5

5. Dividends

5 1 The profits which the Company determines to distribute in respect of its financial year which commenced on 1 July 2013 and in respect of any subsequent financial year shall be applied,

5 1 1 First in paying the holders of the Ordinary Shares a dividend not exceeding £75,000 or such other limit as is resolved from time to time by a resolution of the Company in a general meeting, and

5 1 2 Secondly in paying the holders of the Ordinary Shares and of the Redeemable Shares according to the number of Shares held a dividend of a sum not exceeding 10% of the net profit of the Company and its subsidiaries for the relative financial year or such other limit as is resolved from time to time by a resolution of the Company in a general meeting. The net profit shall mean the net profit of the Company and its subsidiaries calculated on a historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relative financial year before any extraordinary item but after deducting or making any provision for corporation tax (or any other tax levied upon or made by profits and gains) on the profits earned and gains realised by the Company and its subsidiaries and after deducting the amount of any dividend declared in respect of the relative financial year under Article 5 1, and

5 1 3. Thirdly if dividends totalling the full 10% of the net profit have been declared under 5 1 2, then in paying the holders of the Ordinary Shares a dividend according to the number of shares held by them

Regulation 30 of the Model Articles shall not apply to the Company. If any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

6. Redemption

6 1 In these Articles a "Redemption Event" means the occurrence of any of the following,

6 1 1 Death of a holder of a Redeemable Share

6 1 2 The holder of a Redeemable Share who is or becomes an employee of the Company ceasing to be an employee of the Company for whatever reason

6 2 The "Redemption Notice Period" means the period of three months commencing with the latest of,

6 2 1 The occurrence of a Redemption Event,

6 2 2 If the Board so elects, the period of three months after the date upon which the Company received from the personal representatives of a deceased holder of Redeemable Shares the original or an office copy of the grant of representation to the Shareholder's estate

6 3 The Redeemable Shares shall be redeemed upon and subject to the following terms and conditions,

6 3 1 During a Redemption Notice Period, both the Company and the Shareholder of the Redeemable Shares in respect of whom the Redemption Event has occurred (or his personal representatives) shall be entitled to give notice to the other requiring all of the Redeemable Shares held by the Shareholder to be Redeemed by the Company (a "Redemption Notice")

6 3 2 Upon the service of a Redemption Notice, the Company shall redeem all the Redeemable Shares of the Shareholder in respect of whom the Redemption Event has occurred on the sixtieth day after service of the Redemption Notice or as soon thereafter as the Company shall be permitted to do so in accordance with the Act

6 3 3 The Redeemable Shares shall be redeemed at whichever is the lower of the following;

6 3 3 1 The Nominal value of the Redeemable Shares, plus 30 7 pence per share for every complete year the Shareholder has held the Redeemable Shares, or

6 3 3 2 A price per Redeemable Share calculated by adding together the profit, after interest and taxation, and deducting any loss after interest and taxation, of the Company, as shown in its annual accounts for the three financial years immediately preceding the date of service of the Redemption Notice, and dividing this by the total number of issued Shares at the date of service of the Redemption Notice.

6 4 If any Shareholder (or personal representative of a holder) of Redeemable Shares whose Redeemable Shares are liable to be redeemed under the foregoing provisions shall fail or refuse to deliver up the certificate for his Redeemable Shares, the company may retain the redemption monies until delivery of the certificate, or of an indemnity in respect thereof satisfactorily to the Company and shall, within seven days thereafter, pay (by cheque despatched at the Shareholder's risk) the redemption monies to the Shareholder No Shareholder of Redeemable Shares shall have any claim against the Company for interest on any redemption monies so retained

6 5 Whilst a Shareholder is in default of delivery of the certificate of his Redeemable Shares the Shareholder's Redeemable Shares will cease to qualify for any dividend with effect from the due date of redemption

6 6 Redeemable Shares shall be redeemed for cash paid at the time of redemption

7. Lien

7 1 The Company shall have a first and paramount lien on every Share for all money (whether presently payable or not) called or payable at a fixed time in respect of that Share, and the Company shall also have a first and paramount lien on all Shares registered in the name of any person (whether solely or jointly with others) for all money owing to the Company from him or his estate, either alone or jointly with any other person, whether as a Shareholder or



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not, and whether such money is presently payable or not. The Directors may, at any time, declare any Share to be wholly or partly exempt from the provisions of this Article

8. Transfer of Shares

8.1 The Directors in their absolute discretion and without assigning any reason whatsoever, may decline to register the transfer of any share whether or not it is a fully paid share

9. Proceedings at meetings

9.1 The chairman of a general meeting shall not have a second or casting vote

10. Directors Interests

10.1 A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company will declare the nature of his interest at a meeting of the Directors in accordance with Section 182 of the Act. A Director who has disclosed his interest may vote in respect of any contract, transaction or any arrangement in which he is interested directly or indirectly and such Director will be counted in the quorum present at any meeting at which such contract, transaction or arrangement is being considered. Regulation 14 of the Model Articles shall not apply to the Company

11. Termination of director's appointment

11.1 Regulation 18 of the Model Articles shall be amended by substituting for paragraph (d) and (e) with the following provision,

(c) he becomes in the opinion of all of his co-directors, incapable by reason of mental or physical disorder, of discharging his duties as director

12. Quorum

12.1 The quorum necessary for the transaction of the business of the Board of Directors may be fixed by the Board, and unless so fixed shall be two, save where there is only 1 Director of the Company in which case the Director shall be a quorum until such times as the number of directors is increased to two or more

