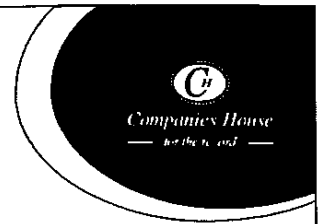


SH02

Notice of consolidation, sub-division, redemption of shares or re-conversion of stock into shares



☒ **What this form is for**
You may use this form to give notice
of consolidation, sub-division,
redemption of shares or
re-conversion of stock into shares

☐ **What this form is NOT**
You cannot use this form
notice of a conversion of
stock

SATURDAY



A13 19/02/2011 129
COMPANIES HOUSE

1 Company details

Company number 6 5 4 6 4 5 7

Company name in full SPECIALIST IT SERVICES GROUP LIMITED

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of resolution

Date of resolution 3 0 0 6 2 0 1 0

3 Consolidation

Please show the amendments to each class of share

Class of shares (E g Ordinary/Preference etc)	Previous share structure		New share structure	
	Number of issued shares	Nominal value of each share	Number of issued shares	Nominal value of each share

4 Sub-division

Please show the amendments to each class of share

Class of shares (E g Ordinary/Preference etc)	Previous share structure		New share structure	
	Number of issued shares	Nominal value of each share	Number of issued shares	Nominal value of each share
Ordinary	1000	1 00	100000	0 01

5 Redemption

Please show the class number and nominal value of shares that have been redeemed
Only redeemable shares can be redeemed

Class of shares (E g Ordinary/Preference etc)	Number of issued shares	Nominal value of each share

SH02

Notice of consolidation, sub-division, redemption of shares or re-conversion of stock into shares

6	Re-conversion		
Please show the class number and nominal value of shares following re-conversion from stock			
	New share structure		
Value of stock	Class of shares (E g Ordinary/Preference etc)	Number of issued shares	Nominal value of each share

Statement of capital

Section 7 (also Section 8 and Section 9 if appropriate) should reflect the company's issued capital following the changes made in this form

7	Statement of capital (Share capital in pound sterling (£))			
Please complete the table below to show each share classes held in pound sterling				
If all your issued capital is in sterling, only complete Section 7 and then go to Section 10				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Ordinary	0 01		100000	£ 1000
				£
				£
				£
Totals			100000	£ 1000

8	Statement of capital (Share capital in other currencies)			
Please complete the table below to show any class of shares held in other currencies				
Please complete a separate table for each currency				
Currency				
Class of shares (E g Ordinary / Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value
Totals				

① Including both the nominal value and any share premium

② Number of shares issued multiplied by nominal value of each share

③ Total number of issued shares in this class

Continuation pages
Please use a Statement of Capital continuation page if necessary

SH02

Notice of consolidation, sub-division, redemption of shares or re-conversion of stock into shares

9

Statement of capital (Totals)

	Please give the total number of shares and total aggregate nominal value of issued share capital	① Total aggregate nominal value Please list total aggregate values in different currencies separately For example £100 + €100 + \$10 etc
Total number of shares		
Total aggregate nominal value ①		

10

Statement of capital (Prescribed particulars of rights attached to shares) ②

	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section 7 and Section 8	② Prescribed particulars of rights attached to shares The particulars are a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares A separate table must be used for each class of share Please use a Statement of capital continuation page if necessary
Class of share	Ordinary	
Prescribed particulars	Full voting rights of 1 vote per share, Participation in dividends and other distributions, On a winding up or other return of capital entitled to return of capital and to share in any surplus Not redeemable	
Class of share		
Prescribed particulars		
Class of share		
Prescribed particulars		
Class of share		
Prescribed particulars		
Class of share		
Prescribed particulars		


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Notice of consolidation, sub-division, redemption of shares or re-conversion
of stock into shares

Class of share		<p>❶ Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Please use a Statement of capital continuation page if necessary</p>
Prescribed particulars		
Class of share		
Prescribed particulars		

11

Signature

I am signing this form on behalf of the company		<p>❶ Societas Europaea</p> <p>If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership</p> <p>❷ Person authorised</p> <p>Under either section 270 or 274 of the Companies Act 2006</p>
Signature	<p>Signature</p> <p>X  X</p> <p>This form may be signed by Director ❶, Secretary, Person authorised ❶, Administrator, Administrative Receiver, Receiver, Receiver manager, CIC manager</p>	

SH02

Notice of consolidation, sub-division, redemption of shares or re-conversion of stock into shares



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name **Incorporation Services Limited**

Address **Q16, Quorum Business Park**

Benton Lane

Post town **Newcastle upon Tyne**

County/Region

Postcode

N E 1 2 8 B X

Country

DX

Telephone



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have entered the date of resolution in Section 2
- ☐ Where applicable, you have completed Section 3, 4, 5 or 6
- ☐ You have completed the statement of capital
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

SPECIALIST IT SERVICES GROUP LIMITED

Incorporated on 27th March 2008

Company number 6546457

INCORPORATION SERVICES LIMITED

Telephone 0191 261 5545

Email formations@incorporationservices.co.uk

www.incorporationservices.co.uk

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION OF
SPECIALIST IT SERVICES GROUP LIMITED**

INTERPRETATION

1 In these Articles

1 1 words and expressions shall have the same meaning as in the Model Articles

1 2 "Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229).

MODEL ARTICLES

2 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles

NUMBER OF DIRECTORS

3 The maximum number and the minimum number of directors may be determined from time to time by an ordinary resolution of the members. Subject to and in default of any such determination, there shall be no maximum number of directors and the minimum number shall be one. Whenever the minimum number of directors is one, a sole director shall have authority to exercise all the powers and discretions vested in the directors generally, and the provisions of these Articles which relate to the quorum at board meetings are modified accordingly

QUORUM FOR DIRECTORS' MEETINGS

4 1 Subject to article 4 2, and except at any time when the Company has just one director, the quorum for the transaction of business at a meeting of directors is any two eligible directors

4 2 For the purposes of any meeting (or part of a meeting) held to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

4.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to appoint further directors or to call a general meeting so as to enable the shareholders to appoint further directors.

4 4 Articles 11(2) and 11(3) of the Model Articles shall not apply to the Company

TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

5 1. Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

5 1 1. may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,

5 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of any such transaction or arrangement in which he is interested;

5 1 3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such transaction or arrangement in which he is interested,

5 1 4 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and

5 1 6 shall not be accountable to the Company for any benefit which he

(or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

5 2 Articles 14(1) to 14(5) inclusive of the Model Articles shall not apply to the Company

DIRECTORS' CONFLICTS OF INTEREST

6 1 For the purposes of section 175 of the Act, the directors may authorise any matter or situation proposed to them which would, if not so authorised, involve a director breaching his duty under that section

6 2 Any authorisation under this article will be effective only if

6 2 1 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question or any other interested director; and

6 2 2 the matter was agreed to without the director in question or any other interested director voting or would have been agreed to if their vote(s) had not been counted

6 3 Any authorisation under this article may (whether at the time of giving the authorisation or subsequently)

6 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,

6 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may decide, and

6 3 3. be terminated or varied by the directors at any time but this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

6 4 In granting such authorisation the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in that matter otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to

6 4.1. disclose such information to the directors or to any director or other officer or employee of the company, or

6 4 2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence

6 5 Where the directors grant an authorisation under this article they may (whether at the time of giving the authorisation or subsequently) decide that the director

6 5 1 is excluded from discussions (whether at meetings of directors or otherwise) relating to that matter,

6 5 2 is not to be given any documents or other information relating to that matter, and

6 5 3 may or may not vote and/or may or may not be counted in the quorum at any future meeting of directors in relation to any resolution relating to the Conflict

6.6 Where the directors grant an authorisation under this article the director concerned will be obliged to act in accordance with any terms imposed by the directors in relation to the Conflict

TERMINATION OF DIRECTOR'S APPOINTMENT

7. The following words shall be added to Article 18 of the Model Articles:

"(g) the director has for more than six consecutive months been absent without permission of the directors from their meetings held during that period and the directors resolve that his appointment as a director shall be terminated "

SHARE ALLOTMENTS

8 1 Subject to the rights of pre-emption conferred by section 561 of the Act, at any time when the company has just one class of shares, the directors may exercise the power to allot shares conferred by section 550 of the Act.

8 2. Subject to the rights of pre-emption conferred by section 561 of the Act, and in accordance section 551 of the Act, at any time when the company has more than one class of shares the directors may allot any shares in the company, or grant rights to subscribe for or to convert any security into shares in the company, provided that:

8 2 1 the maximum nominal amount of such shares shall not exceed £1,000,000; and

8 2.2. this authority to allot may be exercised only within the period of five years after the date of incorporation of the company or the date of adoption of these articles (whichever shall be the later), save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such period (and, if so, the directors may allot shares within the terms of such an offer or agreement as if the authority had not expired)

SHARE CLASSES

9 1 Subject to the provisions of the previous article, the directors may issue any share in the Company as either an Ordinary share, an 'A' share or as a 'B' share.

9 2 The holders of the 'A' and 'B' shares shall not be entitled by reason of their holding such shares to receive notice of, attend or vote at any general meeting of the company

9 3 The holders of the 'B' shares shall not be entitled by reason of their holding such shares to receive payment of any dividend

9 4 Subject to the provisions of the Act, the directors may, in their absolute discretion, declare dividends on the Ordinary or 'A' classes of shares and when so declaring may vary the dividend payable between the different classes of shares and may determine that any class or classes may receive a dividend and that another class or classes shall not, and article 30 of the Model Articles shall be modified accordingly

PAYMENT FOR SHARES

10 For the avoidance of doubt, any share in the Company may be issued as fully paid, partly paid or completely unpaid

CALLS ON SHARES

11.1. Subject to the terms of allotment, the directors may make one or more calls on any member or members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares

11.2. A call may, before receipt by the company of any sum due thereon, be revoked by the directors in whole or in part and payment of a call may be postponed by the directors in whole or part

11 3 A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made

11 4 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was made.

11 5 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof

11 6 If a call remains unpaid after it becomes due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate (if any) fixed by the terms of allotment of the share or in the notice of the call, but the directors may waive payment of the interest wholly or in part

11.7. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment or call, shall be deemed to be a call and if it is not paid the provisions of these articles shall apply as if that amount had become due and payable by virtue of a call

11 8 Subject to the terms of allotment, the directors may make arrangement on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares

LIEN ON SHARES

12 1 The company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share and the company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the company (whether that person is the full registered holder of those shares or one of two or more joint holders) for all sums presently payable by him or his estate to the company

12 2. The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold

12.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee of the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

12.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale.

FORFEITURE OF SHARES FOR NON-PAYMENT

13.1 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

13.2 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

13.3 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person. At any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.

13.4 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares. The directors may enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

13.5 A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share

CHANGING THE COMPANY'S NAME

14. In accordance with section 79 of the Act, the company's name may be changed by a unanimous decision of the directors

WRITTEN RESOLUTIONS

15. A written resolution of the members shall lapse for the purposes of section 297 of the Act at the end of the period specified by the directors in the notice circulating the resolution. If no such period is specified the resolution shall lapse unless passed within 28 days of the circulation date

DOCUMENTS ISSUED UNDER SEAL

16 A document issued under seal by the company may be signed by two directors or by a director and secretary as well as in the manner specified in Article 49 of the Model Articles, and the said Article 49 shall be modified accordingly