

Company Number : 07504575

THE COMPANIES ACT 2006

WEDNESDAY



A PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

HILTON BODILL (CONSTRUCTION) LIMITED

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions.

1. That the articles of association in the form attached (the "New Articles") be and are hereby adopted as the articles of association of the Company in substitution for the existing articles of association.
2. That all and any other rights of pre-emption (appearing in the New Articles or any shareholder or investor agreement) are hereby waived in respect of the share conversion referred to in resolution 3
3. 100 Ordinary Shares of £1.00 each currently held by Kym Ellington be and are hereby sub-divided and converted into 7000 Ordinary Shares of 1 pence each, ¹⁵~~2000~~ A Shares of 1 pence each and ¹⁵~~2000~~ B Shares of 1 pence each (such shares having the rights and being subject to the conditions contained in the New Articles).

The undersigned, being all of the persons entitled to vote on the above resolution on the date of circulation of it by the Company, irrevocably vote in favour of it

Kym Ellington

Signature

Date

NOTES

- 1 The date of circulation of the attached resolution is 4 November 2011. Unless the resolution is passed before 2 December 2011 (the end of the period 28 days beginning with that date), it will lapse.
- 2 Please indicate your agreement to the resolution by signing and dating this document where indicated above and returning it to the Company.
 - a **by post** - by returning the signed copy by hand delivery to Kym Ellington at Hiltons, Waterway Street, Nottingham
 - b. **by e mail** - by scanning a copy of the signed document and e mailing it to Kym Ellington at kym.ellington@hiltons.co.uk
- 3 If you do not support any of the resolutions you do not need to do anything. You will not be deemed to agree if you fail to reply. If you wish to agree to some of the resolutions but not others, please delete clearly those resolutions you do not support before signing, dating and returning the document.
- 4 Once you have indicated your agreement to the resolutions, you may not withdraw your agreement.
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

Company Number: 07188937

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HILTON BODILL (CONSTRUCTION) LIMITED

(Adopted by special resolution passed on 4 November 2011)

INTRODUCTION

1 INTERPRETATION

1.1 In these articles, unless the context otherwise requires:

"A Shares"	the ordinary shares of £0.01 each in the capital of the Company designated as A Shares;
"Auditors"	the auditors for the time being of the Company (if any);
"Act"	means the Companies Act 2006;
"Articles"	means the Company's articles of association for the time being in force;
"B Shares"	the ordinary shares of £0.01 each in the capital of the Company designated as B Shares;
"Bad Leaver"	a shareholder who is served a Transfer Notice in accordance with article 19.2;
"business day"	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
"Competitor"	an individual, partnership or other entity which provides mechanical services or electrical installation services which could reasonably be seen to compete with services provided by either the Company or Hilton Building Services Limited;
"Connected Persons"	has the meaning set out in section 839 ICTA;

“Controlling Interest”	an interest (within the meaning of schedule 1 and sections 254 and 255 of the Act) in shares conferring in aggregate fifty per cent (50%) or more of the total voting rights conferred by all the shares in the equity share capital of the Company for the time being in issue and including shares held by Connected Persons;
“Due Proportion”	means in the same proportion, as nearly as may be, as the nominal amount of a shareholder's existing holding of a class of shares bears to the total nominal amount of such class of shares in issue;
“eligible director”	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
“Family Trust”	as defined in article 16.1.2;
“Group”	the Company and every company which is from time to time a subsidiary or holding company of the Company or subsidiary of any such holding company and “Group company” means any one of them;
“Independent Expert”	the persons agreed or elected in accordance with the provisions of Article 17.3.2;
“ICTA”	the Income and Corporation Taxes Act 1988;
“Insolvency Event”	if a Shareholder which is a body corporate either suffers or resolves to appoint a liquidator, administrator or administrative receiver over it, or any material part of its assets or suffers or takes any equivalent action in any jurisdiction outside England and Wales
“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) as amended prior to the date of adoption of these Articles;
“Ordinary Shares”	means the ordinary shares of £0.01 in the capital of the Company designated as Ordinary Shares;

“Permitted Transferee”	as defined in Article 16;
“Privileged Relation”	means and includes the shares originally transferred to a Permitted Transferee and any additional shares issued or transferred to a Permitted Transferee at the direction of a shareholder or by virtue of the holding of the relevant shares or any of them;
“Relevant Shares”	means and includes the shares originally transferred to a Permitted Transferee and any additional shares issued or transferred to a Permitted Transferee at the direction of a shareholder or by virtue of the holding of the relevant shares or any of them;
“Sale”	the sale of the whole or substantially the whole of the undertaking of the Company or a subsidiary of the Company or more than fifty per cent (50%) of the equity share capital of the Company or a subsidiary of the Company;
“Shareholder Majority”	the holders of at least sixty five per cent (65%) of the voting rights attaching to the Equity Shares; or
“Transfer Notice”	as defined in Article 17.1;
“Transfer Price”	the price for the Sale Shares the subject of a Transfer Notice as determined in accordance with Article 17;

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to “article” is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of:

- 1.5.1 any subordinate legislation from time to time made under it;
and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 8, 9.1, 11.2, 11.3, 13, 14.1, 14.2, 14.3, 17.2, 22, 26.5, 32, 44.2, 49, 52 and 53 of the Model Articles shall not apply to the Company.
- 1.9 Article 7 of the Model Articles shall be amended by:
 - (a) the insertion of the words “for the time being” after the words “one director” in article 7.2(a); and
 - (b) the insertion in article 7.2 (b) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 1.10 Article 20 of the Model Articles shall be amended by the insertion of the words “including the secretary” before the words “properly incur”.
- 1.11 In article 25.2(c) of the Model Articles, the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”.
- 1.12 Article 27.3 of the Model Articles shall be amended by the insertion of the words “, subject to article 10” after the word “But”.
- 1.13 Article 29 of the Model Articles shall be amended by the insertion of the words “, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28.2” after the words “the transmittee’s name”.
- 1.14 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words “either” and “or as the directors may otherwise decide”.

DIRECTORS

2 UNANIMOUS DECISIONS

- 2.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

2.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

2.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

3 CALLING A DIRECTORS' MEETING

Any director may call a directors' meeting by giving reasonable notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

4 QUORUM FOR DIRECTORS' MEETINGS

4.1 Subject to article 4.1 of the Model Articles, 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 pursuant to article 7 to authorise a directors' 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:

4.3.1 to appoint further directors; or

4.3.2 to call a general meeting so as to enable the shareholders to appoint further directors.

5 CASTING VOTE

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman shall not be entitled to a second or early vote.

6 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 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:

6.1 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;

- 6.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- 6.3 shall be entitled to vote at a meeting of directors (or a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 6.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 6.5 may be a director or other officer of, or employed by, or 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
- 6.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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.

7 DIRECTORS' CONFLICTS OF INTEREST

- 7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict").
- 7.2 Any authorisation under this article will be effective only if:
 - 7.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - 7.2.2 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; and
 - 7.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 7.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- 7.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- 7.3.2 be subject to such terms and for such duration, and impose such limits or conditions as the directors may determine; and
- 7.3.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

- 7.4 In authorising a Conflict, 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 the Conflict 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:

- 7.4.1 disclose such information to the directors to or any director or other officer or employee of the Company; or
- 7.4.2 use or apply such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

- 7.5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

- 7.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- 7.5.2 is not given any documents or other information relating to the Conflict; and
- 7.5.3 may or may not vote (or may or not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

- 7.6 Where the directors authorise a Conflict:

- 7.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and
- 7.6.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors may impose in respect of its authorisation.

7.7 A director is not required, by reason of being a director (or because if the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

8 RECORDS OF DECISIONS TO BE KEPT

Where the decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

9 NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

10 APPOINTMENT OF DIRECTORS

In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

11 TERMINATION OF DIRECTORS APPOINTMENT

A person ceases to be a director as soon as:-

- 11.1 that person ceases to be a director by virtue of any provision of the Act;
- 11.2 is prohibited from being a director by law;
- 11.3 a bankruptcy order is made against that person;
- 11.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 11.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 11.6 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

- 11.7 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 11.8 the board directs any person who ceases to be a shareholder to resign from office; or
- 11.9 the board resolve that he ceases to be a Director.

12 SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

13 SHARES

- 13.1 Except as otherwise provided in these Articles, the Ordinary Shares, A Shares and B Shares shall rank parri passu in all respects but shall constitute separate classes of shares, save that holders of A Shares and B Shares shall not be entitled to attend or vote at any general meeting of the Company.
- 13.2 On the transfer of any share as permitted by these Articles:-
 - 13.2.1 a share transferred to a non-shareholder shall remain of the same class as before the transfer; and
 - 13.2.2 a share transferred to a shareholder shall automatically be re-designated on transfer as a share of the same class as those shares already held by the shareholder.

14 FURTHER ISSUES OF SHARES BY SHAREHOLDERS

- 14.1 The directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to:
 - 14.1.1 offer or allot;
 - 14.1.2 grant rights to subscribe for or to convert any security into; and/or
 - 14.1.3 otherwise deal in, or dispose ofany shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.
- 14.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
- 14.3 Subject to any contrary direction given by the Company in general meeting by special resolution, all unissued shares in the capital of

the Company which the directors propose to issue shall first be offered to the shareholders who are at that time holders of the same class of shares as those to be issued, upon such terms and conditions as the directors may determine. The shares on offer shall be offered to such holders in the Due Proportion and the directors' decision as to the number of shares which constitute the Due Proportion shall be conclusive final and binding.

- 14.4 Any offer made pursuant to article 14.3 shall be made by notice in writing which shall state:

14.4.1 the total number and class of shares being offered;

14.4.2 the proportionate entitlement of the shareholder to whom the offer is made;

14.4.3 the price per share; and

14.4.4 that each shareholder is required to state in writing within a specified period (not being less than 21 days) how many of his proportionate entitlement of shares, if any, he is willing to take.

- 14.5 If a shareholder does not accept such an offer within the specified period, he will be deemed to have declined the offer as regards those shares.

- 14.6 After the period specified in the notice has expired, any shares which have been declined or are deemed to have been declined shall be offered by the directors (the "further offer") to the persons holding shares of the same class who have accepted all the shares offered to them within the specified period. The further offer will be made to those persons in proportion to the number of the shares of that class held at that time by them respectively, and shall be made in similar terms, in the same manner and limited by a similar period as the original offer.

- 14.7 Any shares not accepted pursuant to the original offer or further offer or not capable of being offered except by way of fractions or any shares released from the provisions of this article by a special resolution shall be under the control of the directors, who may allot, grant options over or otherwise dispose of them to such persons, on such terms, and in such manner as they think fit. No share shall be issued at a discount or otherwise in breach of the provisions of these Articles or of the Act.

- 14.8 Subject to any special rights conferred upon the holders of any shares or class of shares, any share in the Company may be issued with or have attached to it such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may by special resolution determine.

15 SHARE TRANSFERS

- 15.1 The Directors shall not register any transfer of shares in the Company by a member except where the transfer is permitted by Article 16 (a “permitted transfer”) or is compulsory by reason of any of Articles 17, 18 and 19 (a “compulsory transfer”)

and for the purpose of these Articles, the following shall be deemed (but without limitation) to be a transfer of shares in the Company by a member:

- (a) any direction (by way of renunciation or otherwise) by a member entitled to any allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself; and
- (b) any sale or any other disposition of any legal or equitable interest in a share (including any voting right attached to such share) and whether or not by the registered holder of such share and whether or not for consideration or otherwise and whether or not effected by an instrument in writing

- 15.2 The Directors may in their absolute discretion decline to register:

15.2.1 any transfer of any share over which the Company has a lien;

15.2.2 any transfer to more than four transferees; and/or

15.2.3 any transfer comprising shares of more than one class.

- 15.3 For the purpose of ensuring that a transfer of shares is duly authorised under these Articles or that no circumstances have arisen whereby a Transfer Notice is required to be given under these Articles the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors think fit regarding any matter which they deem relevant to such purpose including (but not limited to) the names and addresses and interests of all persons respectively having interests in the shares from time to time registered in the members name. Failing such information or evidence being furnished to the satisfaction of the Directors within 28 days after request, the Directors shall refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of all shares held by that member.

- 15.4 Subject to Article 15.1, Article 15.2 and Article 15.3, the Directors shall be obliged to register both a permitted transfer and a compulsory transfer.

- 15.5 If in any case where under the provisions of these Articles the Directors require a Transfer Notice to be given in respect of any shares or a person has become bound to give a Transfer Notice in respect of any shares, and such a Transfer Notice is not duly given

within a period of two weeks of demand being made or where appropriate within the period allowed respectively a Transfer Notice shall be deemed to have been given at the expiration of the specified period and the provisions of Article 17 shall apply mutatis mutandis provided that the Transfer Price shall be the price certified by the Independent Expert in accordance with Article 17.3.

- 15.6 If no Shares of a class remain in issue following a redesignation under this Article 15, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, members of that class or directors appointed by that class.

16 PERMITTED TRANSFERS

16.1 Definitions

For the purposes of this Article:

16.1.1 the expression “Privileged Relation” in relation to a Shareholder shall mean the parent, spouse or widow or widower of the Shareholder and the Shareholder’s adult children and grandchildren (including step and adopted children and their issue) and step and adopted children of the Shareholder’s children; and

16.1.2 the expression “Family Trust” shall, in relation to any Shareholder, mean trusts (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or under an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than the Shareholder concerned or a Privileged Relation of such Shareholder and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustee or trustees or the Shareholder concerned or a Privileged Relation of such Shareholder and also the Directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit the Shareholder or a Privileged Relation of such Shareholder.

16.2 Transfers to family shareholders, trusts and nominees

16.2.1 Any Shareholder and not being in relation to the shares concerned a holder of such shares as a trustee of any Family Trust or a nominee may at any time transfer Shares:

- (a) to a Privileged Relation of such Shareholder; or
- (b) to trustees to be held upon a Family Trust resident in the United Kingdom provided that the trustees of any such Family Trust shall be duly authorised under the constitution of such Family Trust to provide warranties, representations, indemnities and other

obligations required in connection with any Sale or Listing and shall have the power to restrict the distribution of the assets of the Family Trust during any warranty or indemnity period; or

- (c) to a nominee of the Shareholder or, where the Shareholder is a nominee for any other person, to that person or to another nominee for him provided that in any such case the transferor certifies to the Company that no beneficial interest in the shares passes by reason of the transfer,

provided that such Shareholder obtains the consent of the holders of at least 75% of the voting rights attaching to the Shares and that no costs in connection with the setting up or administration of the Family Trust pursuant to paragraph (b) above are to be paid by the Company.

16.3 Family Trust

Where shares are held by trustees of a Family Trust, the trustees and their successors in office may, subject to the provisions of Article 16.4 (*Cessation of required relationship*), transfer all or any of the Relevant Shares as follows:

- 16.3.1 to the trustees for the time being of the Family Trust concerned on any change of trustees; or
- 16.3.2 to the trustees for the time being of any other trust being a Family Trust in relation to the original transferor; or
- 16.3.3 to the original transferor; or
- 16.3.4 to any Privileged Relation of the original transferor; or
- 16.3.5 to a body corporate which is their wholly owned subsidiary and which is controlled by them.

16.4 Cessation of required relationship

If any person to whom shares are transferred pursuant to Article 16.2 or 16.3, ceases to be a person to whom shares are permitted to be transferred pursuant to those Articles (the "Cessation") that person shall immediately notify the Directors in writing of the fact, and shall transfer the Relevant Shares back to the original transferor or to any other person to whom shares are permitted to be transferred pursuant to Articles 16.2 or 16.3 within 21 days of the Cessation. If the Relevant Shares are not duly transferred in those circumstances, a Transfer Notice will be deemed to have been served on the date of the Cessation and the provisions of Article 17 (Pre-emption rights) shall apply mutatis mutandis except that the Transfer Price shall be the price certified by the Independent Expert in accordance with Article 17.3.

17 PRE-EMPTION RIGHTS

17.1 Service of Transfer Notice

Any member who wishes or is required under the provisions of these Articles to sell or transfer shares or any beneficial interest in any shares (a "Retiring Shareholder") other than pursuant to Article 16, shall give to the Company notice in writing (a "Transfer Notice") specifying:

17.1.1 the number and class(es) of shares which he wishes or is required to sell or transfer (the "Sale Shares")

17.1.2 the name of any third party to whom he proposes to sell or transfer the shares (if any)

17.1.3 the price at which he wishes to sell or transfer the shares, and if no price is specified, the price shall be deemed to be the Transfer Price determined in accordance with this Article 17.

Where a Transfer Notice is deemed to have been given pursuant to Article 15.5, or 16.4 (*Cessation of required relationship*) or Article 19 (*Compulsory transfers*) it is referred to in these Articles as a Deemed Transfer Notice. Transfer Notices and Deemed Transfer Notices shall constitute the Company the Retiring Shareholder's agent for the sale of the Sale Shares at the Transfer Price.

17.2 Total Transfer Condition

A Transfer Notice (but not a Deemed Transfer Notice) may contain a provision that unless all the Sale Shares are sold by the Company, none shall be and the Transfer Notice shall be withdrawn (a "Total Transfer Condition").

17.3 Calculation of the Transfer Price

17.3.1 Transfer Price

Subject to Article 17.4 (*Transfer Price on compulsory sales*), the Transfer Price shall be the price agreed between the Retiring Shareholder and the Directors, provided that in default of agreement being reached within 28 days of the Transfer Notice being given, the Transfer Price shall be the price which the Independent Expert certifies to be in his opinion a fair value ("Fair Value") for the Sale Shares at the date the Transfer Notice or Deemed Transfer Notice as the case may be is given or deemed to have been given.

17.3.2 Independent Expert

The Independent Expert shall be a firm of independent accountants agreed between the Retiring Shareholder and the Directors (or in default of agreement within 14 days) elected by the President of the Institute of Chartered

Accountants in England and Wales at the request of either the Retiring Shareholder or the Directors.

17.3.3 Basis of valuation

In arriving at his opinion, the Independent Expert will value the Sale Shares on a going concern basis as between a willing buyer and a willing seller and on the assumption that the Sale Shares are capable of transfer without restriction.

17.4 Transfer Price on compulsory sales

17.4.1 In the event that any Shareholder is served a Bad Leaver Notice the Transfer Price shall be a sum representing 67% of the Fair Value agreed or certified by the Independent Expert except as the case may be in accordance with Article 17.3.

17.4.2 In the event that a holder of A or B Shares ceases to be an employee of either the Company or, if employed by Hilton Cannon Electrical Limited at the date of the adoption of these Articles, Hilton Cannon Electrical Limited (an "Employee Shareholder") in any circumstances before 31 March 2015, the Transfer Price shall be the lower of the sum of £2,500 or the Fair Value (or 67% of the Fair Value in the event that he is a Bad Leaver) agreed or certified by the Independent Expert as the case may be in accordance with Article 17.3.

17.4.3 In the event of any holder of A or B Shares ceases to be an Employee Shareholder after 31 March 2015, the Transfer Price shall be the Fair Value (or 67% of the Fair Value in the event that he is a Bad Leaver) agreed or certified by the Independent Expert as the case may be in accordance with Article 17.3.

17.5 Certification of the Transfer Price

Where the Independent Expert is asked to certify the Transfer Price, the certificate shall be delivered to the Company. As soon as possible after receipt the Company shall deliver a copy of the certificate to the Retiring Shareholder. Except in the case of a Deemed Transfer Notice, the Retiring Shareholder shall be entitled to revoke the Transfer Notice by giving notice in writing to the Directors within seven days of the receipt by him of the accountants' certificate (the "Withdrawal Period"). If he fails to give notice of revocation within the Withdrawal Period, the Retiring Shareholder shall be deemed to have accepted the Transfer Price and the Transfer Notice may not subsequently be withdrawn. If a Retiring Shareholder revokes a Transfer Notice he may not subsequently transfer the Sale Shares (or any interest in them) otherwise than in accordance with these Articles. The costs of obtaining the certificate shall be borne by the Company unless the Retiring Shareholder shall revoke the Transfer Notice in which case the Retiring Shareholder shall bear the cost.

17.6 Pre-emptive offers

Once the Transfer Price has been agreed or certified (as the case may be) then unless the Retiring Shareholder validly revokes the Transfer Notice, the Sale Shares shall be offered for sale as set out below:

17.6.1 Offer to members

- (a) Within seven days of the date of expiry of the Withdrawal Period the Sale Shares shall be offered by the Directors to members (other than the Retiring Shareholder and any other member who has served or who is deemed to have served a Transfer Notice which is still outstanding) as follows:-
 - (i) In respect of a transfer of Ordinary Shares first, to the other holders of shares of the same class in proportion; and
 - (ii) In respect of a transfer of B Ordinary Shares;

the Sale Shares shall be offered to the holders of the Ordinary Shares in proportion to the number of shares held at that time by them respectively.
- (b) Any offer made pursuant to this Article 17.6.1 shall be made by notice in writing which shall state:
 - (i) the total number and class of shares being offered;
 - (ii) the proportionate entitlement of the member to whom the offer is made;
 - (iii) the Transfer Price;
 - (iv) that each member is required to state in writing within a specified period (not being less than 21 days and not more than 42 days) how many of his proportionate entitlement of shares, if any, he is willing to take; and
 - (v) that if a member does not accept such an offer within the period specified in accordance with Article 17.6.2 (b)(iv), he will be deemed to have declined the offer as regards those shares.
- (c) After the period specified in the notice has expired, any shares which have been declined or are deemed to have been declined shall be offered by the Directors (the "further offer") to the persons who have accepted all the shares offered to them within

the specified period. The further offer will be made to those persons in proportion to the number of the shares held at that time by them respectively, and shall be made in similar terms, in the same manner and limited by a similar period as the original offer.

- (d) The further offer shall be repeated until such time as all the shares the subject of the further offer have been accepted or until the persons to whom shares are offered shall have declined to accept any more of them.
- (e) If there is more than one holder of any class of shares to whom any offer falls to be made pursuant to the provisions of this Article 17.6.1 and the shares on offer are to be offered to such holders in proportion to their existing holdings of shares of that class, the Directors' decision as to the number of shares which shall be in proportion to or as nearly as maybe in proportion to their existing holdings of shares of that class shall be conclusive final and binding.

17.6.2 Offer to Company

If after making offers in accordance with the provisions of Article 17.6.1 there are any Sale Shares which have not been accepted the Directors shall immediately offer them to the Company who shall (subject to due compliance with the Acts) be entitled to purchase them at the Transfer Price at any time within 60 days from the date of such offer.

17.6.3 No Offers

If, in the case of a Deemed Transfer Notice, the Directors do not make any of the offers referred to in Article 17.6.1 and 17.6.2, the Directors shall remain entitled to make such offers (in the manner and order set out in those Articles) unless and until the Retiring Shareholder or any other Shareholder has given the Directors written notice requesting such offers to be made (the "Offer Request") and no such offer has been made by the Directors within 30 days of such notice. If such offer is made within such 30 days, Articles 17.6.1 and 17.6.2 shall apply mutatis mutandis.

17.7 Sale of Sale Shares to third parties

For the avoidance of doubt, this Article 17.7 shall apply to Sale Shares which are the subject of a Transfer Notice or a Deemed Transfer Notice but shall only apply in the case of a Deemed Transfer Notice if an Offer Request has been made pursuant to Article 17.6.3 and only then if thereafter the Directors made an offer pursuant to Articles 17.6.1 and 17.6.2 or made no such offer within the 30 day period specified therein. If the Sale Shares are subject to a Total Transfer Condition and the Company, selected persons and the Shareholders together do not offer to purchase all

the Sale Shares or where there is no such condition but all the Sale Shares are not acquired in accordance with this Article 17, the Directors shall immediately so inform the Retiring Shareholder by notice in writing. The Retiring Shareholder may retain the Sale Shares (or such of them as have not been acquired in accordance with this Article 17) or, at any time within six (6) months following receipt of this notice, transfer the Sale Shares (or such as have not been so acquired) to any person on a bona fide sale, at a price not being less than the price agreed or certified under this Article 17 and on terms not materially more favourable as to timing of payment or otherwise than would apply to the existing Shareholders accepting Sale Shares in accordance with this Article 17 provided that:

17.7.1 the holders of 65% of the voting rights attaching to the Shares consent to the transfer to such person; and

17.7.2 the Directors may require to be satisfied that such Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer; and

17.7.3 if the Transfer Notice contained a Total Transfer Condition the Retiring Shareholder shall not be entitled under this Article 17.7 to transfer any Sale Shares unless the whole of such Shares are transferred by him.

17.8 Transfer of Sale Shares

The Directors shall in writing notify the Shareholders (including the Retiring Shareholder) of the names of the purchasers of the Sale Shares and of the number of Sale Shares they have agreed to purchase and the Directors will set a reasonable timetable for payment of the Transfer Price (which may be in instalments, if necessary). The Retiring Shareholder shall be bound to transfer the Sale Shares (or such of them for which the Company shall have found a purchaser) to such persons within 14 days of notification. The terms of such sale shall incorporate terms stating that the purchase price shall be payable in instalments over a period of no more than four years. If a Retiring Shareholder defaults or is unable to transfer any Sale Shares to a transferee after having become bound to do so, the Directors shall authorise some person to execute any necessary transfers in favour of the transferee upon receipt of the purchase money, enter the name of the transferee in the register of members of the Company as the holder of the shares in question and hold the purchase money in trust for the Retiring Shareholder. The receipt of the Company for the purchase money shall be a good discharge to the transferee and the transferee shall not be bound to see to the application of it. After the name of the transferee has been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

18 LIMITATION ON TRANSFER OF CONTROL

18.1 For the purpose of this Article:

18.1.1 the expressions “transferor” and “transferee” shall, without limitation, include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renouncee under any such letter of allotment; and

18.1.2 the expression the “Specified Price” shall mean a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees respectively for the Specified Shares (as defined in Article 19.2 below) to the holder or holders of those Specified Shares plus an amount equal (in the relevant proportion) to any other consideration (in cash or otherwise) received or receivable by the holder or holders of the Specified Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Specified Shares provided that:

- (a) if any part of the price per Specified Share is payable otherwise than in cash any Shareholder holding Offer Shares may at his option elect to take a price per share of such cash sum as may be reasonably agreed by him having regard to the substance of the transaction as a whole; and
- (b) if any such sale of Specified Shares shall be made or proposed to be made to a person or persons connected (within the meaning of section 839 of ICTA) with the Shareholder or Shareholders transferring such Shares or which is not made on arm's length terms, the price shall be such price as would be equal to the Transfer Price for such Shares in the same way as if they were the subject of a Transfer Notice but so that no account shall be taken, in determining the Specified Price, of the size of the shareholding representing a minority shareholding in the Company.

18.1.3 All other regulations of the Company relating to the transfer of Shares or other interests and the right to registration of transfers shall be read subject to the provision of this Article 12 but, for the avoidance of doubt, Articles 16 and 17 shall apply to any transfer referred to in Article 18.2 which, if registered, would result in someone obtaining a Controlling Interest and to any transfer under Article 18.2 but Article 19.4 shall override this Article 18.

18.2 No sale or transfer of Shares (for the purposes of this Article 18.2 the “Specified Shares”) shall be made which would result, if made and registered, in a person or persons (whether or not a body corporate) and his or their Connected Persons obtaining a Controlling Interest in the Company unless before the transfer is lodged for registration the proposed transferee or transferees or his or their nominees has or

have made an offer (stipulated to be open for twenty eight (28) days) to purchase all of the Shares held by all the Shareholders (the "Offer Shares") at the Specified Price and on the same terms as the Specified Shares. The Shareholder to whom the offer was originally made shall procure that such offer remains open for acceptance by the holders of the Offer Shares for a period of twenty eight (28) days from the date of the said offer.

19 COMPULSORY TRANSFERS

19.1 Death/ Insolvency event

Whenever:

19.1.1 any Shareholder dies or suffers or is likely to suffer an Insolvency Event then:-

- (a) either a Transfer Notice shall be deemed to have been served immediately on death or the occurrence of the Insolvency Event; and
- (b) the directors shall have the right at any time after cessation to serve notice (a "Call Notice") on such person to the effect that a Transfer Notice shall be deemed to have been served

such Transfer Notice or Call Notice shall be in respect of all shares then held by such Shareholder and all Relevant Shares held by his Permitted Transferees, in that capacity, at the time of such event, and the provisions of Article 17 (*Pre-emption rights*) shall apply mutatis mutandis. Any Transfer Notice deemed to be given under this Article 19.1 shall be deemed also:

19.1.2 to incorporate a term that the price for the shares held by the Shareholder and the Relevant Shares shall be the Transfer Price as calculated in accordance with Article 17.4 (provided that in the case of a Call Notice, the Transfer Price shall be the fair value of the Relevant Shares determined in accordance with clause 17.3 (but subject always to Article 17.4.2 and 17.4.3); and

19.1.3 to incorporate terms stating that the purchase price shall be payable in instalments to be agreed by the parties over a period of no more than four years; and

19.1.4 to incorporate a Total Transfer Condition; and

19.1.5 (notwithstanding Article 17.5) to be irrevocable and (in the case of death or Insolvency Event) be deemed to have been given immediately prior to such death or Insolvency Event.

19.2 If at any time an Shareholder commences to carry on or become concerned, engaged or interested in a Competitor, to the extent it is not doing so at the date of the adoption of these Articles, the

Company may, at its option, serve a Transfer Notice (a “Bad Leaver Notice”) on such person and for the purposes of Article 17.4 such Shareholder shall be a Bad Leaver and:-

19.2.1 the provisions of Article 17 (*Pre-emption rights*) shall apply *mutatis mutandis*;

19.2.2 any Bad Leaver Notice deemed to be given under this Article 19.2 shall be deemed also:

19.2.2.1 to incorporate a term that the price for the shares held by the Shareholder and the Relevant Shares shall be the Transfer Price as calculated in accordance with Article 17.4; and

19.2.2.2 to incorporate terms stating that the purchase price shall be payable in instalments to be agreed by the parties over a period of no more than four years; and

19.2.2.3 to incorporate a Total Transfer Condition; and

19.2.2.4 (notwithstanding Article 17.5) to be irrevocable

19.3 Disenfranchisement

As from the date a Transfer Notice or Bad Leaver Notice is deemed to have been given pursuant to Article 19.1 and 19.2 and until such time as the provisions of Article 17 have been complied with, the shares in respect of which such notice is given shall cease to entitle the holder thereof or any proxy to any voting rights (whether on a show of hands or on a poll) otherwise attaching to such shares or to a dividend or to any further shares by issue or transfer.

19.4 Purported transfer of Shares

If and when required by notice in writing by the Directors at the request of the holder or holders of a majority in nominal value of the other shares in the Company so to do (the “call notice”), a Shareholder who transfers or purports to transfer any Share in breach of the foregoing provisions of these Articles shall be bound to give a Transfer Notice in respect of all the Shares registered in the name of such Shareholder unless and to the extent that a valid transfer in respect of such Shares in favour of a person or persons to whom they may be transferred pursuant to Article 17 shall have been lodged for registration. If such Shareholder fails to serve a Transfer Notice within thirty (30) days of the date of the call notice such Shareholder shall be deemed to have given a Transfer Notice at the expiration of such period of thirty (30) days and the provisions of Article 17 shall apply *mutatis mutandis* save that the price for the shares shall be the Transfer Price certified in accordance with Article 17.3.

19.5 Drag-along

- 19.5.1 If a Shareholder Majority intend to sell all of the Equity Shares held by them (the shares to be sold by the Shareholder Majority being referred to as the **"Selling Shares"**) to a bona fide purchaser on arms length terms the Shareholder Majority shall have the right, if they so wish, to give to the Company not less than fourteen (14) days' notice in advance before selling the Selling Shares. That notice (the **"Selling Notice"**) shall include details of the Selling Shares and the proposed price for each Selling Share to be paid by the proposed purchaser, the place, date and time of completion of the proposed purchase being a date not less than fourteen (14) days from the date of the Selling Notice (**"Completion"**).
- 19.5.2 Immediately upon receipt of the Selling Notice, the Company shall give notice in writing (a **"Compulsory Sale Notice"**) to each of the Shareholders (other than the Shareholder Majority), giving the details contained in the Selling Notice, requiring them each to sell to the proposed purchaser at Completion all of their holdings of Equity Shares.
- 19.5.3 Each Shareholder who is given a Compulsory Sale Notice shall sell all of his shares referred to in the Compulsory Sale Notice at the highest price for the same class per Selling Share to be sold to the proposed purchaser on Completion by the Shareholder Majority, subject only to the Shareholder Majority completing the sale to the proposed purchaser.
- 19.5.4 If any Shareholder(s) (the **"Defaulting Shareholder(s)"**) fails to comply with the terms of a Compulsory Sale Notice given to him within 14 days, the Directors shall be entitled to authorise some person to execute any necessary transfers in favour of the transferee upon receipt of the purchase money, enter the name of the transferee in the register of members of the Company as the holder of the shares in question and hold the purchase money in trust for the Defaulting Shareholder. The receipt of the Company for the purchase money shall be a good discharge to the transferee and the transferee shall not be bound to see to the application of it. After the name of the transferee has been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- 19.5.5 Any transfer pursuant to this Article 19.5 (including, for this purpose, the shares to be transferred by the Selling Shareholders referred to in Article 19.5.1) shall not be subject to the pre-emption provisions of Article 11 but shall override Article 18.2.
- 19.6 Any purchase price paid pursuant to Transfer Notice, Call Notice or Bad Leaver Notice pursuant to Article 19 shall be paid in instalments on no more than four years.

20 GENERAL MEETINGS

In accordance with section 302 of the Act, the Directors may call general meetings of the Company.

21 POLL VOTES

21.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

21.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that article.

22 PROXIES

22.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words “is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate”.

22.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting” as a new paragraph at the end of that article.

23 MEANS OF COMMUNICATION TO BE USED

23.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

23.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting to an address outside the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

23.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

23.1.3 if properly addressed and sent or supplied by electronic

means, one hour after the document or information was sent or supplied; and

23.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

23.2 In providing that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

24 INDEMNITY

24.1 Subject to article 24.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

24.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

24.1.2 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

24.1.3 in relation to the Company's (or associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act)

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

24.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 24.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

24.3 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

24.4 In this article:

24.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

24.4.2 a “relevant officer” means any director or other officer or former director or other officer of the Company or an associated company (including a company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the Company (or associated Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

25 INSURANCE

25.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

25.2 In this article:

25.2.1 a “relevant officer” means any director or other officer or former director or other officer of the Company or an associated company (including a company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

25.2.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and

25.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.