

Company Number 10448903

**COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTIONS**  
**of**

**HK MBO LIMITED (the "Company")**

Circulation date: *28 October* 2016

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (**Act**), the directors of the Company propose that resolution 1 is passed as a special resolution

**SPECIAL RESOLUTION**

1 THAT the regulations as attached to this written resolution 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 set out in it (the "**Resolution**")

The undersigned, being the members of the Company entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution

Signed by

*D. Silberstein*

Print name

**DANIEL JAMES SILBERSTEIN**

Date

*28/10/16*

Signed by

*T. Ashler*

Print name

**THOMAS ASHLEY SALTER**

Date

*28/10/16*

THURSDAY



A15      \*A5JHMTKX\*      #177  
10/11/2016  
COMPANIES HOUSE

Company Number 10448903

## NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to the registered office of the Company.
- 2 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
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
4. Unless, by 28 days from the Circulation Date (as defined above), 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
5. 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.

**The Companies Act 2006**  
**Private Company Limited by Shares**  
**Articles of Association of HK MBO Limited**  
**(the "Company")**

**(Adopted by resolution of the shareholders on 28 October 2016)**

**1     Defined terms**

1.1     In these articles of association the following expressions have the following meanings, unless the context requires otherwise

"Act"	the Companies Act 2006,
"Articles"	the Company's articles of association;
"Associated Company"	in respect of a company <ul style="list-style-type: none"><li>(a) any body corporate of which that company is a Subsidiary,</li><li>(b) any company that is a Subsidiary of that company, and</li><li>(c) any company that is a Subsidiary of any body corporate of which the company is also a Subsidiary,</li><li>(d) any company which is a trustee of an occupational pensions scheme (as defined by section 235(6) of the Act),</li></ul>
"Bankruptcy"	a bankruptcy petition being presented or an arrangement or composition being proposed with his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors,
"Chairperson"	has the meaning given in Article 12,
"Chairperson of the Meeting"	has the meaning given in Article 48;
"Companies Acts"	the Companies Acts (as defined in section 2 of the Act), insofar as they apply to the Company,
"Continuing Shareholders"	has the meaning given in Article 32.3 and <b>Continuing Shareholder</b> means any of them,
"Deemed Transfer Notice"	a Transfer Notice that is deemed to have

	been served under Article 33.1;
"Director"	a director of the Company, and includes any person occupying the position of director, by whatever name called,
"Distribution Recipient"	in respect of a Share in respect of which a dividend or other sum is payable <ul style="list-style-type: none"> <li>(a) the Holder of the Share, or</li> <li>(b) if the Share has two (2) or more joint Holders, whichever of them is named first in the register of members; or</li> <li>(c) if the Holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree,</li> </ul>
"Document"	includes, unless otherwise specified, any Document sent or supplied in Electronic Form,
"Electronic Form"	has the meaning given in section 1168 of the Act,
"Encumbrance"	any interest or equity of any person (including any right to acquire, option, right of pre-emption, any agreement in respect of voting rights or commitment to give or create voting rights) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, title retention or any other security agreement or arrangement,
"Fair Value"	has the meaning given in Article 35.1,
"Fully Paid"	in relation to a Share, means that the nominal value and any premium to be Paid to the Company in respect of that Share have been Paid to the Company;
"Group"	the Company, any subsidiary or any holding company of the Company from time to time, any subsidiary from time to time of a holding company and a <b>Member of the Group</b> shall mean any of them;
"Hard Copy Form"	has the meaning given in section 1168 of the Act,
"Holder"	in relation to Shares means the person whose name is entered in the register of

	members as the Holder of the Shares,
"Instrument"	a Document in Hard Copy Form,
"Leaves his Employment"	means a shareholder <ul style="list-style-type: none"> <li>(a) voluntarily resigning his employment pursuant to the terms of his service agreement with Hawkswell Kilvington Limited; or</li> <li>(b) being validly dismissed for a breach of his service agreement with Hawkswell Kilvington;</li> </ul>
"Ordinary Resolution"	has the meaning given in section 282 of the Act,
"Paid"	paid or credited as paid,
"Participate"	in relation to a Directors' meeting, has the meaning given in Article 10,
"Price Notice"	has the meaning given in Article 32 3,
"Proposed Sale Price"	the price per Sale Share set out in the Transfer Notice determined in accordance with 32 3,
"Relevant Agreement"	means any shareholder agreement entered into on or about the date of adoption of these Articles or any other similar agreement which the Company enters into,
"Relevant Loss"	any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Director's duties or powers in relation to the Company, any Associated Company or any pension fund or employees' Share scheme of the Company or an Associated Company,
"Relevant Officer"	any director or officer or former director or officer of the Company or an Associated Company but excluding in each case any person engaged by the Company (or the relevant Associated Company) as auditor (whether or not he is also a director or officer of that company) to the extent that he acts in his capacity as auditor,
"Sale Price"	the Fair Value determined by the Valuers in accordance with Article 35,
"Shareholder"	a person who is the Holder of a Share,

"Shares"	shares in the Company,
"Sister Company"	Hawkswell Kilvington Limited and HK Construction Contract Training Limited,
"Special Resolution"	has the meaning given in section 283 of the Act,
"Subsidiary"	has the meaning given in section 1159 of the Act;
"Transfer Notice"	has the meaning given in Article 32.3,
"Transmittee"	a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law,
"Valuers"	an independent firm of accountants jointly appointed by the Seller and by the Continuing Shareholders or, in the absence of agreement between them on the identity of the expert within 10 Business Days of the expiry of the 20 Business Day period referred to in Article 32.3 following service of a Transfer Notice, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants of England and Wales, and
"Writing"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company

1.3 No regulations contained in any statute or subordinate legislation, including but not limited to the regulations contained in the model articles for private companies limited by Shares in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229), shall apply as regulations or articles of association of the Company

## **2 Liability of members**

The liability of the members is limited to the amount, if any, unpaid on the Shares held by them

## **3 Directors' general authority**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the

Company.

**4 Shareholders' reserve power**

The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action. No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

**5 Directors may delegate**

5.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

5.1.1 to such person or committee,

5.1.2 by such means (including by power of attorney);

5.1.3 to such an extent,

5.1.4 in relation to such matters or territories, and

5.1.5 on such terms and conditions;

as they think fit.

5.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

5.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

**6 Committees**

6.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

6.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

**7 Directors to take decisions collectively**

7.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.

7.2 If,

7.2.1 the Company only has one (1) Director for the time being, and

7.2.2 no provision of the Articles requires it to have more than one (1) Director,

the general rule at Article 7.1 does not apply, and the Director may (for so long as he remains the sole director of the Company) take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

**8. Unanimous decisions**

- 8 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. Such a decision may take the form of a resolution in Writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in Writing
- 8 2 References in this Article 8 to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting
- 8 3 A decision may not be taken in accordance with this Article 8 if the eligible Directors would not have formed a quorum at such a meeting.

**9 Calling a Directors' meeting**

- 9 1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice
- 9 2 Notice of any Directors' meeting must indicate.
- 9.2.1 its proposed date and time;
- 9 2 2 where it is to take place; and
- 9 2 3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 9 3. Notice of a Directors' meeting (containing the information set out in Article 9 2) must be given to each Director, but need not be in Writing
- 9 4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven (7) days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

**10 Participation in Directors' meetings**

- 10 1. Subject to the Articles, Directors "Participate" in a Directors' meeting, or part of a Directors' meeting, when:
- 10 1.1 the meeting has been called and takes place in accordance with the Articles, and
- 10 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 10.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 10 3 If all the Directors Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.



**11 Quorum for Directors' meetings**

11 1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting

11 2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, and unless otherwise fixed:

11.2.1. if there is only one (1) Director of the Company, the quorum shall be one (1), and

11 2 2 if there is more than one (1) Director of the Company, the quorum shall be two (2).

11 3. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision

11 3 1. to appoint further Directors, or

11.3.2 to call a general meeting so as to enable the Shareholders to appoint further Directors

**12 Chairing of Directors' meetings**

12 1 The Directors may appoint a Director to chair their meetings. The person so appointed for the time being is known as the "Chairperson"

12 2 The Directors may terminate the Chairperson's appointment at any time.

12.3 If the Chairperson is not Participating in a Directors' meeting within ten (10) minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

**13 Casting vote at Director's meetings**

The Chairperson or other Director chairing the meeting shall not have a casting vote

**14 Interests in transactions and other arrangements**

14 1. 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 Companies Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company

14 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,

14.1 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,

14.1 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 contract or proposed contract in which he is interested,

- 14 1 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;
  - 14 1 5 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
  - 14.1.6. 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.
- 14 2 For the purpose of this Article 14, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting
- 14.3 Subject to this Article 14, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson whose ruling in relation to any Director other than the Chairperson is to be final and conclusive
- 14.4 If any question as to the right to Participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes
- 15 **Directors' conflicts of interest**
- 15 1. For the purposes of section 175 of the Act, the Directors may authorise any matter which
- 15 1 1 would or could be a breach of a Director's duty under that section, or
  - 15.1.2 could result in a breach of a Director's duty under that section
- 15 2. For the authorisation of a matter (pursuant to the authority in Article 15.1), to be effective
- 15 2 1 the matter in question must be proposed for consideration at a Director's meeting, or for the authorisation of the Directors by resolution in writing, in accordance with Article 8 or in any other way that the Directors may decide;
  - 15.2 2 any quorum requirement at a Director's meeting when the matter is considered must be met without counting the Director in question and

any other interested Director (the "Interested Directors"); and

- 15.2 3 the matter must be agreed without the Interested Directors voting, or would have been agreed if the votes of the Interested Directors had not been counted
- 15 3 Any matter authorised under Article 15 1 will be subject to any conditions or limitations decided on by the Directors in accordance with Article 15.2. The Directors can decide the conditions or limitations at the time authorisation is given, or later on, and can end at any time. A Director must comply with any obligations the Directors impose on him after a matter has been authorised
- 15 4 Any matter authorised under Article 15.1 will include any existing or potential conflict of interest which is reasonable to expect will arise out of the authorised matter
- 15 5 The Director shall not be required to disclose any confidential information obtained in relation to the relevant matter which has been authorised under Article 15 1 (other than through his position as a Director of the Company) to the company or to use or apply it in performing his duties as a Director if to do so would result in a breach of duty or obligation of confidence owed by him in relation to or in connection with that matter.
- 15 6 Where a matter is authorised in accordance with Article 15 1, the Director will not infringe any duty to the company by virtue of sections 171 to 177 of the Act provided he acts in accordance with any terms, limits and conditions imposed in respect of the authorisation
- 15.7. A Director is not accountable to the Company for any benefit he receives (or a person connected with them receives) as a result of anything the Directors have authorised under Article 15 1. No contract, transaction or arrangement relating to any matter authorised by the director under Article 15 1 can be set aside because of any Director's interest or benefit
- 15.8 A Director notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by holding of shares) in any member of the Group or a Sister Company and no further authorisation under this Article 15 shall be necessary in respect of such interest
- 16 **Records of decisions to be kept**
- The Directors must ensure that the Company keeps a record, in Writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors
- 17 **Directors' discretion to make further rules**
- Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors

**18     Methods of appointing Directors**

18 1   Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed as a Director:

18 1.1     by Ordinary Resolution, or

18 1.2.     by a decision of the Directors

18 2   In any case where, as a result of death, the Company has no Shareholders and no Directors, the Transmittes of the last Shareholder to have died have the right, by notice in Writing, to appoint a person to be a Director

18 3.   For the purposes of Article 18 2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder

**19     Termination of Director's appointment**

19 1   A person ceases to be a Director as soon as:

19 1 1.     that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law,

19 1 2     a Bankruptcy order is made against that person,

19 1 3     a composition is made with that person's creditors generally in satisfaction of that person's debts,

19.1 4     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 six (6) months, or

19 1 5     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

**20     Appointment of alternate directors**

20 1   Any Director (an "Appointer") may appoint, as an alternate ("Alternate Director"), any other Director, or any other person approved by resolution of the Directors, to:

20 1 1     exercise that Director's powers, and

20 1 2     carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the Alternate's Appointor

20 2   Any appointment of an Alternate Director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors

20 3   The notice referred to in article 20 2 above must:

20.3.1. identify the proposed Alternate Director, and

20 3 2 contain a statement signed by the proposed Alternate Director that the proposed Alternate Director is willing to act as the alternate of the Director giving the notice

21. **Rights and responsibilities of alternate directors**

21 1 An Alternate Director may act as Alternate Director to more than one (1) Director and has the same rights in relation to any decision of the Directors as the Alternate Director's Appointor

21 2 Except as the Articles specify otherwise, Alternate Directors

21 2 1 are deemed for all purposes to be Directors,

21 2 2 are liable for their own acts and omissions,

21 2.3 are subject to the same restrictions as their Appointors, and

21 2.4. are not deemed to be agents of or for their Appointors;

and, in particular (without limitation), each Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member

21 3 A person who is an Alternate Director but not a Director.

21 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),

21 3 2 may participate in a unanimous decision of the Directors (but only if his Appointor is an eligible Director in relation to that decision, but does not participate), and

21.3.3 shall not be counted as more than one (1) Director for the purposes of Articles 21 2 1 and 21 2 2

21 4 A Director who is also an Alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an eligible Director in relation to that decision).

21 5 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of his Appointor's remuneration as his Appointor may direct by notice in writing made to the Company

22 **Termination of Alternate Directorship**

22 1 An Alternate Director's appointment terminates

22.1 1 when the Alternate Director's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

22 1 2 on the occurrence, in relation to the Alternate Director, of any event which, if it occurred in relation to the Alternate Director's Appointor, would result in the termination of the Appointor's appointment as a Director,

22 1.3 on the death of the Alternate Director's Appointor; or

22.1 4 when his Appointor's appointment as a Director terminates.

## 23 **Directors' remuneration**

23 1 Directors may undertake any services for the Company that the Directors decide

23 2 Directors are entitled to such remuneration as the Directors determine

23 2.1. for their services to the Company as Directors, and

23.2 2 for any other service which they undertake for the Company.

23 3 Subject to the Articles, a Director's remuneration may:

23.3.1. take any form, and

23 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

23 4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

23 5. Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's Subsidiaries or of any other body corporate in which the Company is interested

## 24 **Directors' expenses**

24 1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at

24 1 1 meetings of Directors or committees of Directors,

24 1 2 general meetings, or

24 1 3 separate meetings of the Holders of any class of Shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## 25. **Secretary**

The Directors may appoint any person who is willing to act as 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

26     **All Shares to be Fully Paid up**

- 26 1. No Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue
- 26 2 Article 26.1 does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

27     **Powers to issue different classes of Share**

- 27 1 Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution
- 27 2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares

28     **Company not bound by less than absolute interests**

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the Holder's absolute ownership of it and all the rights attaching to it

29     **Share certificates**

- 29.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds
- 29 2. Every certificate must specify:
- 29 2 1     in respect of how many Shares, of what class, it is issued,
- 29.2.2.     the nominal value of those Shares,
- 29 2 3     that the Shares are Fully Paid; and
- 29.2.4     any distinguishing numbers assigned to them
- 29 3 No certificate may be issued in respect of Shares of more than one class.
- 29 4. If more than one person holds a Share, only one certificate may be issued in respect of it.
- 29 5 Every certificates must
- 29.5 1.     have affixed to them the Company's common seal, or
- 29 5.2     be otherwise executed in accordance with the Companies Acts.

30     **Replacement Share certificates**

30 1     If a certificate issued in respect of a Shareholder's Shares is

30.1.1.     damaged or defaced, or

30 1.2     said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares

30 2     A Shareholder exercising the right to be issued with such a replacement certificate.

30.2.1.     may at the same time exercise the right to be issued with a single certificate or separate certificates;

30 2 2     must return the certificate which is to be replaced to the Company if it is damaged or defaced, and

30.2 3.     must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

31     **Share transfers**

31 1     Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor

31 2.     No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share

31 3     The Company may retain any Instrument of transfer which is registered

31 4.     The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it

31 5     The Directors may refuse to register the transfer of a Share, and if they do so, the Instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

32     **Transfer of Shares**

32.1     No Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any Share or any interest in any Share without the prior written consent of every other Shareholder(s) No Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any Share or any interest in any Share except as permitted by these Articles

32.2.     No share transfer shall be registered in the name of any person who is not a party to any Relevant Agreement without first obtaining from that person a deed of adherence to any Relevant Agreement.

32 3     A Shareholder (**Seller**) wishing to transfer Shares (**Sale Shares**) shall give notice in writing (a **Transfer Notice**) to the other parties (excluding any Shareholder whose Shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice under Article 33) (**Continuing Shareholder**) specifying the details of the proposed transfer, including the number of Sale Shares comprised within the Transfer Notice, the identity of the proposed buyer(s) (if any), the proposed



price for each Sale Share (**Proposed Sale Price**) and the Continuing Shareholder's proportionate entitlement to the Sale Shares, being the same proportion of the Sale Shares as the proportion that the number of Shares held by him bears to the total number of Shares held by the Continuing Shareholder (in respect of the Continuing Shareholder, his **Entitlement**).

- 32.4. Within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice a Continuing Shareholder shall be entitled (but not obliged) to give notice in writing (**Acceptance**) to the Seller stating that he wishes to purchase his Entitlement to the Sale Shares at the Proposed Sale Price. No Continuing Shareholder shall be entitled to purchase less than his Entitlement to Sale Shares.
- 32.5. Completion of those Sale Shares accepted by Continuing Shareholder under Article 32.4 shall take place in accordance with Article 34.
- 32.6. In relation to any Sale Shares not accepted by Continuing Shareholder under Article 32.4, the Seller shall be entitled to transfer those Sale Shares to the third party buyer identified in the Transfer Notice at a price per Sale Share not less than the Proposed Sale Price.

### **33 Compulsory transfers**

- 33.1. A Shareholder is deemed to have served a Transfer Notice under Article 32.3 immediately before any of the following events.

33.1.1 his death; or

33.1.2 his Bankruptcy, or

33.1.3 he leaves his Employment, or

33.1.4 he is removed from the roll of solicitors of England and Wales.

- 33.2. A Deemed Transfer Notice has the same effect as a Transfer Notice and the provisions of Article 32 shall apply, except that

33.2.1 the Deemed Transfer Notice shall be treated as having specified that the Seller wishes to transfer all the Shares held by him (including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Deemed Transfer Notice),

33.2.2. the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Shares,

33.2.3 subject to Article 33.2.4, the sale price of the Shares shall be the Sale Price;

33.2.4. if the Seller is deemed to have given a Transfer Notice as a result of Articles 33.1.2, 33.1.3 or 33.1.4 the sale price shall be restricted to par of the Sale Shares,

33.2.5 the Seller does not have a right to withdraw the Deemed Transfer Notice following a valuation,

- 33 2 6 if the Continuing Shareholder does not accept the offer of Sale Shares comprised in the Deemed Transfer Notice in full, the Company may, if lawfully possible, buyback the Sale Shares,
- 33 2 7 if the Company cannot buyback the Sale Shares the Seller shall not transfer the Sale Shares to a third party and the Company shall be wound up.
- 33 3. Forthwith upon a Transfer Notice being deemed to be served under clause 33.1 the Shares subject to the relevant Deemed Transfer Notice (Restricted Shares) shall cease to confer on the holder of them any rights.
  - 33.3.1. to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares, or
  - 33 3.2 to receive dividends or other distributions otherwise attaching to those Shares; or
  - 33.3.3. to participate in any future issue of Shares issued in respect of those Shares.
- 34 **Completion of share purchase**
  - 34 1 Completion of the sale and purchase of Shares under Article 32 and Article 33 of these Articles shall take place 20 Business Days after the date of delivery (or deemed date of delivery) of the Transfer Notice to the Continuing Shareholders.
  - 34 2 At such completion
    - 34 2 1 the Seller shall deliver, or procure that there is delivered to the Continuing Shareholder, a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant Sale Shares to him, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Continuing Shareholder or the Company may reasonably require to show good title to the Shares, or to enable him to be registered as the holder of the Shares,
    - 34 2 2 the relevant Continuing Shareholder shall deliver or procure that there is delivered to the Seller a bankers' draft made payable to the Seller or to his order for the Sale Price for the Sale Shares being transferred to him (or such other method of payment agreed between a Continuing Shareholder and the Seller), and
    - 34 2 3 the Seller shall procure that any buyer of Sale Shares that is not, immediately prior to completion of the transfer in question, a party to any Relevant Agreement shall, at completion, enter into a deed of adherence
  - 34 3 Any transfer of Shares by way of a under these Articles shall be deemed to include a warranty that the Seller sells the Shares with full title guarantee
  - 34 4 The Continuing Shareholder shall use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder

of the Company) the registration (subject to due stamping by the Continuing Shareholders) of the transfers of the Sale Shares under this Article 34 and consents to such transfers and registrations

35. **Fair value**

35.1. The Fair Value for any Sale Share shall be the price per share determined in writing by the Valuers on the following bases and assumptions

35.1.1 valuing each of the Sale Shares as a proportion of the total value of all the issued Shares;

35.1.2. without a premium or discount being attributable to the percentage of the issued share capital of the Company,

35.1.3 the total value of all the Issued Shares will be the aggregate amount of the Company's retained earnings in the period up to the issue of the relevant Deemed Transfer Notice as determined by the Valuers; and

35.1.4. taking account of any other factors that the Valuers reasonably believe should be taken into account

35.2. The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the parties (in the absence of manifest error or fraud).

35.3 The parties are entitled to make submissions to the Valuers and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the parties may reasonably require

35.4 To the extent not provided for by this Article 35, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate

35.5 The cost of obtaining the Valuers' valuation shall be borne as to half by the Seller and half by the Continuing Shareholder or in such other proportions as the Valuers direct.

36 **Transmission of Shares**

36.1. If title to a Share passes to a Transmtee, the Company may only recognise the Transmtee as having any title to that Share

36.2 A Transmtee who produces such evidence of entitlement to Shares as the Directors may properly require

36.2.1 may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person; and

36.2.2 subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had,

but Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or Bankruptcy or otherwise, unless they become the Holders of those Shares

**37     Exercise of Transmittees' rights**

37.1. Transmittees who wish to become the Holders of Shares to which they have become entitled must notify the Company in Writing of that wish.

37.2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an Instrument of transfer in respect of it

37.3 Any transfer made or executed under this Article 37 is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

**38     Transmittees bound by prior notices**

If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder before the Transmitttee's name has been entered in the register of members

**39     Procedure for declaring dividends**

39.1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends

39.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors

39.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights

39.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, a dividend must be Paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

39.5 If the Company's Share capital is divided into different classes, no interim dividend may be Paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears

39.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

39.7. If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights

40     **Payment of dividends and other distributions**

40 1     Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means

40 1 1     transfer to a bank or building society account specified by the Distribution Recipient either in Writing or as the Directors may otherwise decide,

40 1 2.     sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in Writing or as the Directors may otherwise decide,

40 1 3     sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in Writing or as the Directors may otherwise decide, or

40 1 4.     any other means of payment as the Directors agree with the Distribution Recipient either in Writing or by such other means as the Directors decide

41     **No interest on distributions**

41 1     The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by.

41.1.1     the terms on which the Share was issued; or

41.1 2     the provisions of another agreement between the Holder of that Share and the Company.

42     **Unclaimed distributions**

42 1     All dividends or other sums which are.

42 1 1.     payable in respect of Shares; and

42 1 2.     unclaimed after having been declared or become payable, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed

42 2.     The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

42 3     If

42 3 1     twelve years have passed from the date on which a dividend or other sum became due for payment, and

42 3 2     the Distribution Recipient has not claimed it;

42 3 3     the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

**43. Non-cash distributions**

43 1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any company)

43 2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

43 2 1 fixing the value of any assets;

43 2 2 paying cash to any Distribution Recipients on the basis of that value in order to adjust the rights of recipients, and

43 2 3. vesting any assets in trustees.

**44 Waiver of distributions**

44.1 Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in Writing to that effect, but if

44 1 1 the Share has more than one Holder, or

44 1 2 more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share.

**45 Authority to capitalise and appropriation of capitalised sums**

45 1 Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution

45 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's Share premium account or capital redemption reserve, and

45 1 2 appropriate any sum which they so decide to capitalise (a "Capitalised Sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "Persons Entitled") and in the same proportions

45 2 Capitalised Sums must be applied:

45 2 1 on behalf of the Persons Entitled, and

45 2 2. in the same proportions as a dividend would have been distributed to them.

45 3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as Fully Paid

to the persons entitled or as they may direct.

45 4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the persons entitled or as they may direct.

45 5 Subject to the Articles the Directors may

45 5 1. apply Capitalised Sums in accordance with Articles 45.3 and 45 4 partly in one way and partly in another,

45 5 2. make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 45 (including the issuing of fractional certificates or the making of cash payments); and

45 5 3 authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article 45

46 **Attendance and speaking at general meetings**

46 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

46 2 A person is able to exercise the right to vote at a general meeting when

46 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

46 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

46 3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

46 4. In determining attendance at a general meeting, it is immaterial whether any two (2) or more members attending it are in the same place as each other

46 5 Two (2) or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

47 **Quorum for general meetings**

No business other than the appointment of the Chairperson of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

48. **Chairing general meetings**

48.1 If the Directors have appointed a Chairperson, the Chairperson shall chair general meetings if present and willing to do so.

48.2. If the Directors have not appointed a Chairperson, or if the Chairperson is unwilling to chair the meeting or is not present within ten (10) minutes of the time at which a meeting was due to start:

48 2.1. the Directors present, or

48 2 2 (if no Directors are present), the meeting, must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairperson of the Meeting must be the first business of the meeting.

48.3 The person chairing a meeting in accordance with this Article is referred to as "the Chairperson of the Meeting"

49. **Attendance and speaking by Directors and non-Shareholders**

49 1 Directors may attend and speak at general meetings, whether or not they are Shareholders

49 2 The Chairperson of the Meeting may permit other persons who are not

49 2 1. Shareholders of the Company, or

49 2 2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting

50. **Adjournment**

50 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairperson of the Meeting must adjourn it

50 2 The Chairperson of the Meeting may adjourn a general meeting at which a quorum is present if

50 2 1 the meeting consents to an adjournment, or

50 2.2 it appears to the Chairperson of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

50 3 The Chairperson of the Meeting must adjourn a general meeting if directed to do so by the meeting

50 4 When adjourning a general meeting, the Chairperson of the Meeting must

50 4 1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

50 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting



50 5 If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the Company must give at least seven (7) clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given).

50 5 1 to the same persons to whom notice of the Company's general meetings is required to be given; and

50 5 2 containing the same information which such notice is required to contain

50.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

51 **Voting: general**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles

52 **Errors and disputes**

52.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

52 2 Any such objection must be referred to the Chairperson of the Meeting, whose decision is final

53 **Poll votes**

53 1 A poll on a resolution may be demanded:

53.1 1 in advance of the general meeting where it is to be put to the vote, or

53.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

53 2 A poll may be demanded by

53 2.1 the Chairperson of the Meeting,

53 2 2 the Directors,

53 2 3 two (2) or more persons having the right to vote on the resolution, or

53.2 4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution

53 3. A demand for a poll may be withdrawn if

53 3 1 the poll has not yet been taken, and

53 3.2. the Chairperson of the Meeting consents to the withdrawal.

53 4 Polls must be taken immediately and in such manner as the Chairperson of the Meeting directs.

54 **Content of Proxy Notices**

54 1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:

54 1 1 states the name and address of the Shareholder appointing the proxy;

54 1 2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,

54.1 3. is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and

54 1 4 is delivered to the Company not less than forty eight (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

54 2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes

54 3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

54 4 Unless a Proxy Notice indicates otherwise, it must be treated as

54.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

54 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

55 **Delivery of Proxy Notices**

55 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person

55 2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

55.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

55 4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

56     **Amendments to resolutions**

56 1     An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

56 1 1.     notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than forty eight (48) hours before the meeting is to take place (or such later time as the Chairperson of the Meeting may determine), and

56.1.2     the proposed amendment does not, in the reasonable opinion of the Chairperson of the Meeting, materially alter the scope of the resolution

56 2     A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:

56 2.1     the Chairperson of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

56 2 2.     the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

56 3     If the Chairperson of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairperson's error does not invalidate the vote on that resolution.

57     **Means of communication to be used**

57.1     Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for Documents or Information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company

57 2.     Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being

57 3     A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty eight (48) hours

58     **Company seals**

58 1     Any common seal may only be used by the authority of the Directors

58 2.     The Directors may decide by what means and in what form any common seal is to be used

58 3     Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed by at least one (1) authorised person in the presence of a witness who attests the signature

58 4 For the purposes of this Article 58, an authorised person is

58 4 1 any Director of the Company;

58.4 2. the Company secretary (if any), or

58.4.3. any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied

59 **No right to inspect accounts and other records**

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Shareholder

60 **Provision for employees on cessation of business**

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its Subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary

61 **Indemnity**

61 1 Subject to Article 61 2, a Relevant Officer of the Company or an Associated Company may be indemnified out of the Company's assets against

61 1 1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Associated Company;

61 1 2. any liability incurred by that Director in connection with the activities of the Company or an Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

61 1 3. any other liability incurred by that Director as an officer of the Company or an Associated Company.

61 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

62. **Insurance**

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