

Company number 03513312

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

HUNT DEVELOPMENTS (NAH) LTD (Company)

[5/12] 2016



Under Chapter 2 of Part 13 of the Companies Act 2006 the directors of the Company propose that

- resolution 1 below is passed as a special resolution (**Special Resolution**)
- resolution 2 below is passed as an ordinary resolution (**Ordinary Resolution**) and

SPECIAL RESOLUTION

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

ORDINARY RESOLUTION

2 THAT

(i) the one issued A Share of £1 in the capital of the Company be and is hereby redesignated as an ordinary share of £1 in the capital of the Company having the rights and being subject to the restrictions set out in the articles of association adopted pursuant to resolution 1 and

(ii) each of the two issued B Shares of £1 in the capital of the Company be and is hereby redesignated as an ordinary share of £1 in the capital of the Company having the rights and being subject to the restrictions set out in the articles of association adopted pursuant to resolution 1

AGREEMENT

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

The undersigned, a person entitled to vote on the above resolutions on [5/12] 2016 hereby irrevocably agrees to the Special Resolution and the Ordinary Resolution

Signed by HUNT NAH LTD (company
number 10338504)

Director

ND/LL

Date

5/12/16

NOTES

1 You can choose to agree to the Special Resolution and the Ordinary Resolution or neither of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following delivery methods

- **By hand** delivering the signed copy to The Directors c/o Vanderpump & Sykes LLP, Lough Point 2 Gladbeck Way, Enfield EN2 7JA
- **Post** returning the signed copy by post to The Directors c/o Vanderpump & Sykes LLP, Lough Point 2 Gladbeck Way, Enfield EN2 7JA

If you do not agree to all of the resolutions you do not need to do anything. You will not be deemed to agree if you fail to reply.

2 Once you have indicated your agreement to the resolutions you may not revoke your agreement.

3 Unless within 28 days of the circulation date sufficient agreement is received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.

4 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.

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.

Company number 03513312

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HUNT DEVELOPMENTS (NAH) LTD

(Adopted by special resolution passed on [5 /12/ 2016)

INTRODUCTION

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Articles

Act: means the Companies Act 2006

appointor: has the meaning given in article 11.1

Articles: means the company's articles of association for the time being in force

Business Day: means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business

Conflict: has the meaning given in article 7.1

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)

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

- 1 2 Save as otherwise specifically provided in these Articles words and expressions
1 3 which have particular meanings in the Model Articles shall have the same meanings
1 4 in these Articles subject to which and unless the context otherwise requires, words
1 5 and expressions which have particular meanings in the Act shall have the same
1 6 meanings in these Articles
- 1 7 Headings in these Articles are used for convenience only and shall not affect the
1 8 construction or interpretation of these Articles
- 1 9 A reference in these Articles to an "article" is a reference to the relevant article of
1 10 these Articles unless expressly provided otherwise
- 1 11 Unless expressly provided otherwise a reference to a statute or statutory provision is
1 12 a reference to it as amended extended or re-enacted from time to time
- 1 13 A reference to a statute or statutory provision shall include all subordinate legislation
1 14 made from time to time
- 1 15 Any words following the terms **including include in particular for example** or
1 16 any similar expression shall be construed as illustrative and shall not limit the sense
1 17 of the words, description definition phrase or term preceding those terms
- 1 18 Where the context permits **other** and **otherwise** are illustrative and shall not limit the
1 19 sense of the words preceding them
- 1 20 The Model Articles shall apply to the company, except in so far as they are modified
1 21 or excluded by or are inconsistent with these Articles
- 1 22 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 44(2), 49, 52 and 53 of the
1 23 Model Articles shall not apply to the company
- 1 24 Article 7 of the Model Articles shall be amended by
- 1 25 (a) the insertion of the words "for the time being" at the end of article 7(2)(a)
1 26 and
 - 1 27 (b) the insertion in article 7(2) of the words "(for so long as he remains the sole
1 28 director)" after the words "and the director may"
- 1 29 Article 20 of the Model Articles shall be amended by the insertion of the words
1 30 "(including alternate directors)" before the words "properly incur"

1 13 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 14 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 15 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) of the Model Articles " after the words "the transmittee's name"

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

3 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

4 QUORUM FOR DIRECTORS' MEETINGS

4 1 Subject to article 4 2 the quorum for the transaction of business at a meeting of directors is any one eligible directors

4 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s) the quorum for such meeting (or part of a meeting) shall be one eligible director

4 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision

- (a) to appoint further directors or
- (b) to call a general meeting so as to enable the shareholders to appoint further directors

5 CASTING VOTE

5 1 If the numbers of votes for and against a proposal at a meeting of directors are equal the chairman or other director chairing the meeting shall not have a casting vote

5 2 Article 5 1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting)

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 Companies Acts a director who is in any way whether directly or indirectly interested in an existing or proposed transaction or arrangement with the company

- (a) 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,
- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested
- (c) 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 existing or proposed transaction or arrangement in which he is interested
- (d) 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
- (e) 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
- (f) 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 transaction or arrangement or from any such office or employment or from any interest in any such body

corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

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 (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)

7.2 Any authorisation under this article 7 will be effective only if

- (a) to the extent permitted by the Act the matter in question shall have been proposed by any director for consideration 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
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director, and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted

7.3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict
- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit.
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence and

- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by or for the directors to the extent they relate to such matters

7.4 Where the directors authorise a Conflict the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict

7.5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation

7.6 A director is not required by reason of being a director (or because of 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 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 one

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 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

11.1 Any director (**appointor**) may appoint as an alternate any other director or any other person approved by resolution of the directors, to

- (a) exercise that director's powers and
- (b) carry out that director's responsibilities

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

11.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor or in any other manner approved by the directors

11.3 The notice must

- (a) identify the proposed alternate and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

12 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

12.2 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors
- (b) are liable for their own acts and omissions
- (c) are subject to the same restrictions as their appointors, and
- (d) 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

12.3 A person who is an alternate director but not a director

- (a) 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).

- (b) 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
- (c) shall not be counted as more than one director for the purposes of articles article 12.3

12.4 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)

12.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

13 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate
- (b) on the occurrence in relation to the alternate of any event which if it occurred in relation to the alternate's appointor would result in the termination of the appointor's appointment as a director
- (c) on the death of the alternate's appointor or
- (d) when the alternate's appointor's appointment as a director terminates

14 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

DIVIDENDS

15 NON-CASH DISTRIBUTIONS

15.1 Subject to the provisions of the Act, the company may, by ordinary resolution on the recommendation of the directors, declare and pay to the holders of shares (or as they may direct) a dividend comprising all or part of the properties owned by the company

(and all or part of the fixed and current assets employed or owned in connection with the properties owned by the company) at any time

DECISION MAKING BY SHAREHOLDERS

16 POLL VOTES

- 16.1 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
- 16.2 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

17 PROXIES

- 17.1 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"
- 17.2 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

ADMINISTRATIVE ARRANGEMENTS

18 MEANS OF COMMUNICATION TO BE USED

- 18.1 Subject to article 18.2 any notice document or other information shall be deemed served on or delivered to the intended recipient
- (a) if delivered by hand on signature of a delivery receipt or at the time the notice document or other information is left at the address or
 - (b) if sent by fax at the time of transmission or
 - (c) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom at 9.00 am on the second Business Day after posting or
 - (d) if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting or
 - (e) if sent or supplied by e-mail, one hour after the notice document or information was sent or supplied, or

- (f) 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 and
- (g) if deemed receipt under the previous paragraphs of this article 18.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt) at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article all references to time are to local time in the place of deemed receipt

18.2 To prove service it is sufficient to prove that

- (a) if delivered by hand the notice was delivered to the correct address, or
- (b) if sent by fax a transmission report was received confirming that the notice was successfully transmitted to the correct fax number or
- (c) if sent by post the envelope containing the notice was properly addressed paid for and posted, or
- (d) if sent by e-mail the notice was properly addressed and sent to the e-mail address of the recipient

19 INDEMNITY

19.1 Subject to article 19.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) 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
 - (i) in the actual or purported execution and/or discharge of his duties or in relation to them

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
- (b) 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 19.1(a) and otherwise may

take any action to enable any such relevant officer to avoid incurring such expenditure

19.2 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

19.3 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company

20 INSURANCE

20.1 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

20.2 In this article

- (a) a "relevant officer" means any director or other officer or former director or other officer
- (b) 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 and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate