

Company No 04420080

**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTIONS**  
**OF**  
**ACRES ENGINEERING LIMITED**

Circulated on 10 february 2014 (the "Circulation Date")

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

**SPECIAL RESOLUTION**

THAT, the draft regulations attached to this Resolution (and marked "A" for identification only) be adopted immediately as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association of the Company

A copy of this Resolution has been forwarded to the Company's accountants

**AGREEMENT**

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

THURSDAY



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20/02/2014

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COMPANIES HOUSE

The undersigned, being all the persons entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution

Signed by  
**ANDREW DAVID ORME**  
as the holder of 666 Ordinary Shares



Date

10-02-2014.

Signed by  
**ANTHONY RAYMOND PARKER**  
as the holder of 666 Ordinary Shares



Date

10-02-2014

Signed by  
**LUKE PARKER**  
as the holder of 666 Ordinary Shares



Date

10.02 2014

Signed by  
**TRACEY DANIELS**  
as the holder of 222 Ordinary Shares



Date

10 02 . 2014

## 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 Anthony Raymond Parker, Company Secretary at the Company's registered office at Unit A Castle Lane, Melbourne, Derby, DE73 8JB

You may not return the Resolution to the Company by any other method

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 Unless, before the end of the period of **28 days beginning with the Circulation Date**, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before the end of this period
- 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

"A"

Company no 04420080

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
of  
**ACRES ENGINEERING LIMITED**

(Adopted by special resolution passed on 10 February 2014)

**INTRODUCTION**

**1 INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires

"Act"	means the Companies Act 2006,
"appointor"	has the meaning given in article 13.1,
"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 the United Kingdom) on which clearing banks in the City of London are generally open for business,
"Conflict"	has the meaning given in article 9.1,
"Director"	means any director of the Company from time to time and "Directors" shall be construed accordingly
"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), and
"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
"Relevant Interest"	means shares in the capital of the Company conferring over 20% of the total votes capable of being cast on a poll at the Company's general meetings
"Relevant Shareholder"	means any individual shareholder from time to time who alone is the registered holder of a Relevant Interest

- 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 an "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 7 2, 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the company
- 1 9 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur"
- 1 10 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 11 Model Articles 27(2)(a) and (b) shall be amended by the insertion, in each case, of the words "and to any other agreement to which the holder was party at the time of his death" after the words "subject to the articles"
- 1 12 Model Article 28(2) shall be amended by the deletion of the word "If" and the insertion of the words "Subject to the articles and to any other agreement to which the holder was party at the time of his death, if" in its place
- 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(1)(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 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

2 1 If from time to time the Company only has one director then that director must not take any decision other than a decision

2 1 1 to appoint further directors to enable a quorum to be met, or

2 1 2 to call a general meeting so as to enable the shareholders to appoint further directors to enable a quorum to be met

### **3 UNANIMOUS DECISIONS**

3 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

3 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

3 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

### **4. CALLING A DIRECTORS' MEETING**

4 1 Any director may call a directors' meeting by giving not less than five business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice

### **5 QUORUM FOR DIRECTORS' MEETINGS**

5 1 Subject to articles 5 2 and 5 3, the quorum for the transaction of business at a meeting of directors is any two eligible directors

5 2 If within half an hour from the time appointed for a meeting of the directors a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those directors or that director present, shall constitute a quorum

5 3 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

5 4 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

5 4 1 to appoint further directors to enable a quorum to be met, or

5 4 2 to call a general meeting so as to enable the shareholders to appoint further directors to enable a quorum to be met

### **6 CHAIRING OF DIRECTORS' MEETINGS**

6 1 The Director(s) from time to time shall be entitled to appoint the chairman for any meetings of the directors or any committee of the directors

## **7 CASTING VOTE**

- 7 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

## **8. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 8 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 Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

8 1 2 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,

8 1 3 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract, transaction, arrangement or proposed contract, transaction or arrangement in which he is interested,

8 1 4 shall be entitled to be counted in the quorum and vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract, transaction or arrangement or proposed contract, transaction or arrangement in which he is interested,

8 1 5 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,

8 1 6 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

8 1 7 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

## **9 DIRECTORS' CONFLICTS OF INTEREST**

- 9 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"**)

- 9 2 Any authorisation under this article 9 will be effective only if

9 2 1 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,

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- 9 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- 9 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 9 3 Any authorisation of a Conflict under this article 9 may (whether at the time of giving the authorisation or subsequently)
- 9 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 9 3 2 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,
- 9 3 3 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,
- 9 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- 9 3 5 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
- 9 3 6 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
- 9 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
- 9 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
- 9 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
- 10 RECORDS OF DECISIONS TO BE KEPT**
- 10 1 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
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## **11. NUMBER OF DIRECTORS**

- 11 1 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

## **12. APPOINTMENT OF DIRECTORS**

- 12 1 Any Relevant Shareholder from time to time shall have the right to nominate one Director and to remove or replace any such Director nominated by them Unless otherwise agreed in writing by the members of the Company, any such removal or appointment shall take effect on the lodgement of a notice in writing (signed by or on behalf of the relevant shareholders) to the Secretary of the Company at its registered office or at a meeting of the directors

- 12 2 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

## **13 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

- 13 1 Any director (appointor) may appoint as an alternate any other party to

13 1 1 exercise that director's powers, and

13 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

- 13 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

- 13 3 The notice must

13 3 1 identify the proposed alternate, and

13 3 2 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

## **14 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 14 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

- 14 2 Except as the Articles specify otherwise, alternate directors

14 2 1 are deemed for all purposes to be directors,

14 2 2 are liable for their own acts and omissions,

14 2 3 are subject to the same restrictions as their appointors, and

14 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

- 14 3 A person who is an alternate director but not a director
- 14 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),
- 14 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
- 14 3 3 shall not be counted as more than one director for the purposes of articles 14 3 1 and 14 3 2
- 14 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), but shall not count as more than one director for the purposes of determining whether a quorum is present
- 14 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

## **15 TERMINATION OF ALTERNATE DIRECTORSHIP**

- 15 1 An alternate director's appointment as an alternate terminates
- 15 1 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
- 15 1 2 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,
- 15 1 3 on the death of the alternate's appointor, or
- 15 1 4 when the alternate's appointor's appointment as a director terminates

## **16. SECRETARY**

- 16 1 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

## **SHARES AND DISTRIBUTIONS**

### **17. RETURN OF CAPITAL RIGHTS**

- 17 1 On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any shares), the surplus assets of the Company remaining after the payment of its liabilities shall be applied in the following order of priority
- 17 1 1 first, in paying to each holder of ordinary shares in respect of each ordinary share of which it is the holder, a sum equal to any share premium amount paid up or credited as paid up in respect of each such ordinary share held, and

17 1 2 the balance of such assets (if any) shall be distributed amongst the holders of the ordinary shares according to the nominal/par value amount paid up or credited as paid up on each such share

17 2 For the avoidance of doubt where there is insufficient surplus assets to pay in full the aggregate share premium amounts paid up and/or credited as paid up in respect of all ordinary shares then the available surplus assets shall be applied amongst the holders of the ordinary shares pro rata to the amount those share premiums paid up or credited as paid up on the ordinary shares held by them bear to the aggregate amount of all share premiums paid up or credited as paid up all the ordinary shares

## **18. FURTHER ISSUES OF SHARES**

18 1 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

## **19. TRANSFER OF SHARES**

19 1 Unless otherwise agreed in writing by the shareholders of the Company from time to time, no share (or any interest therein) may be transferred or disposed of and the Directors shall not register the transfer of any share unless such transfer or disposal is made in accordance with the prior written agreement or with the prior written consent of the Relevant Shareholders from time to time

## **DECISION MAKING BY SHAREHOLDERS**

### **20. QUORUM FOR GENERAL MEETINGS**

20 1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon Subject to article 20 2, shareholders (being at least two in number) holding together in excess of 65% of the total shares then in issue shall be a quorum

20 2 If within half an hour from the time appointed for any general meeting a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place If at the adjourned meeting a quorum is not present within half and hour from the time appointed for the meeting, then any two shareholders present, shall constitute a quorum

### **21 CHAIRMAN**

21 1 The Shareholders from time to time shall be entitled to appoint the chairman for any general meetings of shareholders

### **22 POLL VOTES**

22 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

22 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

## **23 PROXIES**

- 23 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"
- 23 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**

### **24. MEANS OF COMMUNICATION TO BE USED**

- 24 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- 24 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 either to an address outside the United Kingdom or from outside the United Kingdom to an address within 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),
- 24 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 24 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 24 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
- 24 1 5 For the purposes of this article, no account shall be taken of any part of a day that is not a working day
- 24 2 In proving 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

### **25 INDEMNITY**

- 25 1 Subject to article 25 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled
- 25 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
- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them, and

- (b) in relation to the company's (or any 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
- (c) 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 25 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

25 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

25 3 In this article

25 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

25 3 2 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any 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)

## **26 INSURANCE**

26 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

26 2 In this article

26 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 any 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),

26 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

26 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate