

SEPARATOR SHEET

COMPANIES HOUSE BARCODE

FRIDAY



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20/12/2019

#342

COMPANIES HOUSE

ORBIT BUSINESS DEVELOPMENT LIMITED
("the Company")
(Company No. 04444475)

WRITTEN RESOLUTIONS OF THE SHAREHOLDERS OF THE COMPANY

The following resolutions are proposed by the Directors of the Company pursuant to Chapter 2 of Part 13 of the Companies Act 2006:-

SPECIAL RESOLUTIONS

1. **THAT** in accordance with section 618 of the Companies Act 2006, each of the 108 ordinary shares of £1 each in the issued share capital of the Company (comprising the entire issued share capital of the Company) be sub-divided into 100 ordinary shares of £0.01 each.
2. **THAT**, subject to the passing of resolution 1 above:-
 - (a) the 4,100 ordinary shares of £0.01 each in the capital of the Company held by Mr D D Hewitt be redesignated as A ordinary shares of £0.01 each carrying the rights and privileges attaching to the A ordinary shares of £0.01 each referred to in the articles of association of the Company to be adopted pursuant to resolution 3 below;
 - (b) the 1,100 ordinary shares of £0.01 each in the capital of the Company held by Mr P J F Edgeley be redesignated as A ordinary shares of £0.01 each carrying the rights and privileges attaching to the A ordinary shares of £0.01 each referred to in the articles of association of the Company to be adopted pursuant to resolution 3 below;
 - (c) the 3,800 ordinary shares of £0.01 each in the capital of the Company held by Mrs G R Barstow be redesignated as C ordinary shares of £0.01 each carrying the rights and privileges attaching to the C ordinary shares of £0.01 each referred to in the articles of association of the Company to be adopted pursuant to resolution 3 below;
 - (d) 400 of the 900 ordinary shares of £0.01 each in the capital of the Company held by Mrs H Chilvers be redesignated as A ordinary shares of £0.01 each carrying the rights and privileges attaching to the A ordinary shares of £0.01 each referred to in the articles of association of the Company to be adopted pursuant to resolution 3 below;
 - (e) the remaining 500 ordinary shares of £0.01 each in the capital of the Company held by Mrs H Chilvers be redesignated as B ordinary shares of £0.01 each carrying the rights and privileges attaching to the B ordinary shares of £0.01 each referred to in the articles of association of the Company to be adopted pursuant to resolution 3 below;
 - (f) 400 of the 900 ordinary shares of £0.01 each in the capital of the Company held by Mr S Shutts be redesignated as A ordinary shares of £0.01 each carrying the rights and privileges attaching to the A ordinary shares of £0.01 each referred to

in the articles of association of the Company to be adopted pursuant to resolution 3 below; and

- (g) the remaining 500 ordinary shares of £0.01 each in the capital of the Company held by Mr S Shutts be redesignated as B ordinary shares of £0.01 each carrying the rights and privileges attaching to the B ordinary shares of £0.01 each referred to in the articles of association of the Company to be adopted pursuant to resolution 3 below;
- 3. **THAT** that the regulations contained in the printed document attached to these written resolutions and initialled for the purpose of identification by the Chairman of the Company be and they are hereby adopted as the articles of association of the Company with effect from the date hereof in substitution for and to the exclusion of all existing articles of association;
- 4. **THAT** in accordance with section 551 of the Companies Act 2006, the directors of the Company be generally and unconditionally authorised to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company ("Rights") up to an aggregate nominal amount of £30 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the date of this resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the directors of the Company may allot shares or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired. This authority is in substitution for all previous authorities conferred on the Directors in accordance with Section 80 of the Companies Act 1985 and Section 551 of the Companies Act 2006.
- 5. **THAT**, subject to the passing of resolution 4 and in accordance with section 570 of the Companies Act 2006, the directors of the Company be generally empowered to allot equity securities (as defined in section 560 of the Companies Act 2006) pursuant to the authority conferred by resolution 3, as if section 561(1) of the Companies Act 2006 did not apply to any such allotment, provided that this power shall:-
 - (a) be limited to the allotment of equity securities up to an aggregate nominal amount of £30; and
 - (b) expire on the fifth anniversary of the date of this resolution (unless renewed, varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the directors of the Company may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired.

The notes at the end of this document indicate how you can signify your agreement to the above resolutions. Please read those notes.

Each of the undersigned, being a member of the Company entitled to vote on the above resolutions on the first date on which these written resolutions are sent or submitted to members of the Company, **HEREBY AGREES** to the above resolutions.

Eligible Member

Signature by member

Date of signature

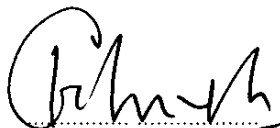
D D Hewitt



12 Dec 2019

D D Hewitt

P J F Edgeley



12 Dec 2019

P J F Edgeley

G R Barstow



12 Dec 2019

G R Barstow

H Chilvers

.....

..... 2019

H Chilvers

S Shutts

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..... 2019

S Shutts

Eligible Member

Signature by member

Date of signature

D D Hewitt

.....

..... 2019

DD Hewitt

P J F Edgeley

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P J F Edgeley

G R Barstow

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G R Barstow

H Chilvers

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H Chilvers

S Shutts



22/11
..... 2019

S Shutts

Eligible Member

Signature by member

Date of signature

D D Hewitt

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..... 2019

D D Hewitt

P J F Edgeley

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..... 2019

P J F Edgeley

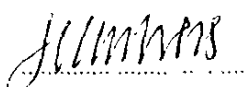
G R Barstow

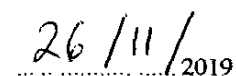
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G R Barstow

H Chilvers





H Chilvers

S Shutts

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..... 2019

S Shutts

NOTES:

- (a) These written resolutions are first sent or submitted to the members of the Company on 22 November 2019 ("the circulation date").
- (b) To signify agreement to each of these written resolutions, eligible members should sign and date this document and return it to the Company within 28 days of the circulation date using one of the following methods:
- by hand: delivering the signed copy to the registered office of the Company.
 - by post: returning the signed copy to the registered office of the Company.
- A member's agreement to these written resolutions, once signified, cannot be revoked
- (c) These written resolutions will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date. A member who signs these written resolutions and returns them to the Company after the expiry of that period will not be regarded as signifying his/her agreement to these written resolutions.
- (d) These resolutions will be passed once members representing at least 75% of the total voting rights of the members who would have been entitled to vote on the resolution on the circulation date have signified their agreement to them.

Company No: 04444475

THE COMPANIES ACTS 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

**ORBIT BUSINESS DEVELOPMENT LIMITED
("the Company")**

(Adopted by written resolution passed on 12 December 2019)

1 PRELIMINARY

- 1.1 The Regulations contained in the Model Articles apply to the Company except insofar as they are excluded or varied by these Articles and such regulations (except as so excluded or varied) and these Articles will be the regulations of the Company.
- 1.2 In these Articles the expression "the Act" means the Companies Act 2006 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

2 INTERPRETATION

- 2.1 In these Articles unless the context otherwise requires the following expressions have the following meanings:-

A Shares	the A ordinary shares of £0.01 each in the capital of the Company from time to time;
Articles	these articles of association;
B Shares	the B ordinary shares of £0.01 each in the capital of the Company from time to time;
C Shares	the C ordinary shares of £0.01 each in the capital of the Company from time to time;
Conversion Date	the date of completion of any purchase of any class of Shares referred to in Article 4.3 and Article 4.4 of these Articles;
Directors	the directors of the Company from time to time or a quorum of such directors present at a duly

convened meeting of the directors (and unless otherwise stated, including their duly appointed alternates) and **Director** shall mean any one of them;

Model Articles

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;

Person

an individual, partnership, unincorporated association or body corporate (wherever incorporated or situate) and includes a reference to that Person's legal or personal representatives or successors;

Relevant Officer

any director or other officer of the Company but excluding in each case any person engaged by the Company as auditor to the extent he acts in his capacity as auditor;

Regulation

an article of the Model Articles;

Share

a share (of whatever class) in the capital of the Company and **Shares** shall be construed accordingly;

Shareholders

the holders of Shares from time to time and **Shareholder** shall be construed accordingly;

2.2 In these Articles a company is an **Associated Company** of another company if it is a subsidiary of the other company or both are subsidiaries of the same body corporate.

2.3 Save as otherwise provided in these Articles, word 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 but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.

2.4 Regulations 9(1), 11(2) and (3), 14, 17(2), 44(2), 52 and 53 shall not apply to the Company.

2.5 In these Articles words importing the singular include the plural and vice versa and words importing one gender includes all genders.

3 SHARE CAPITAL

3.1 The share capital of the Company may be divided into A Shares, B Shares and C Shares.

- 3.2 There shall be no restriction on the number of Shares which the Company can issue and allot.
- 3.3 Save as expressly provided otherwise in these Articles the A Shares, the B Shares and the C Shares shall rank pari passu and shall, save as otherwise provided in these Articles, be treated as one class of share.
- 3.4 As regards dividends, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the Shareholders, but no dividend shall exceed the amount recommended by the Directors. The Directors may recommend, and the Company may declare, different dividends in respect of different classes of Share and/or dividends in respect of one or more class of Share to the exclusion of any other class or classes of Share.
- 3.5 Whenever the capital of the Company is divided into different classes of share, the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of a majority of the issued shares of that class, but not otherwise.
- 3.6 The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

4 PERMITTED TRANSFERS

- 4.1 Any Shareholder may at any time transfer any Shares to any Person only with the agreement (with or without conditions attached) of all of the Shareholders in writing.
- 4.2 Subject to Article 5, the Directors shall be obliged to register any transfer made in accordance with the provisions of this Article 4.
- 4.3 In the case of any purchase of shares by a Shareholder holding any A Shares, B Shares, or C Shares as the case may be such class of Shares so purchased shall, on the Conversion Date, automatically convert into the same class of Share as the purchasing Shareholder already holds.
- 4.4 On the Conversion Date, the Company shall enter the holder of the Shares which have been converted in accordance with Article 4.3 in the register of members of the Company as the holder of the appropriate number and class of Share and, subject to the relevant holder of such converted Shares delivering the relevant share certificate (or indemnity or other evidence) in respect of the converted Shares to the Company, the Company shall, within 7 days of the Conversion Date, forward a definitive share certificate for the appropriate number and class of Shares to such holder of converted Shares by post to his address as shown in the register of members of the Company, at his own risk and free of charge.

5 COMPLIANCE

For the purpose of ensuring compliance with the transfer provisions of these Articles, the Company may require any Shareholder wishing to transfer any Shares to procure that:

- 5.1 he; or
- 5.2 any transferee of any proposed transfer; or
- 5.3 such other Person as is reasonably believed to have information and/or evidence relevant to such proposed transfer,

provides to the Company any reasonable information and/or evidence relevant to such proposed transfer and until such information and/or evidence is provided the Company may refuse to register any relevant transfer.

6 PROCEEDINGS AT GENERAL MEETINGS

- 6.1 No business shall be transacted at any meeting unless a quorum is present. Two members entitled to attend at that meeting, in person or by proxy, shall be a quorum, unless the Company has only one member, in which case one member present in person or by proxy shall be a quorum.
- 6.2 Regulation 41 shall not apply. If within half an hour of the time appointed for the meeting a quorum is not present, or if during a meeting such a quorum ceases to be present the meeting, if convened upon the requisition of Shareholders, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine when any person or persons entitled to vote upon the business to be transacted, being a Shareholder or Shareholders or a proxy for such a Shareholder or a duly authorised representative of a corporation, shall be a quorum.
- 6.3 A poll may be demanded by the Chairman or by any qualifying person (as defined in Section 318 of the Act) present and entitled to vote at the meeting.
- 6.4 Regulation 44(3) 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 Regulation.

7 PROCEEDINGS OF DIRECTORS

- 7.1 The quorum for the transaction of the business of the Directors shall be two.
- 7.2 Any Director may call a Director’s meeting by giving not less than two business days’ notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the secretary of the Company (if any) to give such notice.
- 7.3 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any interest of his, a Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote, his vote shall be counted and for that purpose such Director shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.
- 7.4 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.

- 7.5 If, at any time there is only one Director in office, he shall have and may exercise all the powers and authorities in and over the affairs of the Company as are by these Articles conferred on the board of Directors.
- 7.6 Appropriate complete minutes of each meeting of the Directors shall be maintained by the Company and copies thereof distributed to the Directors as soon as reasonably practicable after the relevant meeting shall have been held and where decisions of the Directors are taken by electronic or any other means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye. The provisions of Regulation 15 shall be extended accordingly.

8 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.

9 CONFLICTS OF INTEREST

- 9.1 The Directors may, subject to the quorum and voting requirements set out in this Article 9, authorise any matter which would otherwise involve a Director breaching his duty under Section 175 of the Act to avoid conflicts of interest ("Conflict").
- 9.2 A Director seeking authorisation in respect of a Conflict must tell the Directors of the nature and extent of his interest in a Conflict as soon as possible. The Director must give the Directors sufficient details of the relevant matter to enable them to decide how to address the Conflict together with any additional information which they may request.
- 9.3 Any Director (including the relevant Director) may propose that the relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Directors under the provisions of these Articles except that:
- 9.3.1 the relevant Director and any other Director with the same or a similar interest will not count in the quorum and will not vote on a resolution giving such authority; and
 - 9.3.2 the relevant Director and any other Director with the same or a similar interest may, if the other Directors so decide, be excluded from any meeting of the Directors while the Conflict is under consideration.
- 9.4 Where the Directors give authority in relation to a Conflict:
- 9.4.1 they may (whether at the time of giving the authority or subsequently)
 - (a) require that the relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at Directors' meetings or otherwise) related to the

Conflict; and (b) impose upon the relevant Director such other terms for the purpose of dealing with the Conflict as they think fit;

- 9.4.2 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict;
 - 9.4.3 the Directors may also provide that where the relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
 - 9.4.4 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
 - 9.4.5 the Directors may revoke or vary such authority at any time but this will not affect anything done by the relevant Director prior to such revocation in accordance with the terms of such authority.
- 9.5 A Director is not required 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 BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

11 NOTICES AND COMMUNICATIONS

- 11.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 11.1.1 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);
 - 11.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

- 11.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 11.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

- 11.2 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.

12 INDEMNITY

- 12.1 Subject to Article 12.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:-

- 12.1.1 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 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

- 12.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 12.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

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

13 INSURANCE

- 13.1 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.

- 13.2 In this Article, **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.