

**BI DESIGN ARCHITECTURE LIMITED (THE "COMPANY")**  
**COMPANY NUMBER: 04678967**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

OF

**BI DESIGN ARCHITECTURE LIMITED (COMPANY)**

*P. Moran*

2020 ("Circulation Date")

Under Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as written resolutions of the Company, with resolution 1 being passed as ordinary resolution and with resolution 2 being passed as special resolution (together the "Resolutions"):

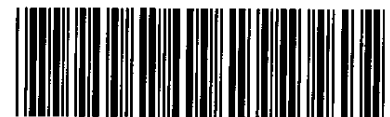
**Ordinary Resolution:**

1. Subject to the passing of resolution numbered 2 below, 100 Ordinary Shares of £1 each in the capital of the Company (comprising 55 Ordinary Shares held by Darryn Patrick Buttrill, 35 Ordinary Shares held by Michelle Margaret Buttrill and 10 Ordinary Shares held by Luke Gittens be and are hereby re-classified as 55 A Ordinary Shares, 35 B Ordinary Shares and 10 C Ordinary Shares respectively in the capital of the Company having the rights and being subject to the restrictions set out in the New Articles (as amended pursuant to the resolution numbered 2 set out below).

**Special Resolutions:**

2. That the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for and to the exclusion of the Company's existing articles of association ("the New Articles").

TUESDAY



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A21

10/03/2020

#164

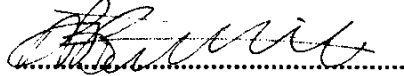
COMPANIES HOUSE

## AGREEMENT

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

The undersigned, being the persons entitled to vote on the above Resolution 1 and 2 on 9.3 2020, hereby irrevocably agree to the Resolution 1 and 2:

Signed by



**DARRYN PATRICK BUTTRILL**

Date 9.3.2020

## NOTES

You can choose to agree to all of the Resolutions on which you are entitled to vote or none of them but you cannot agree to only some of the resolutions on which you are entitled to vote. 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 79 High Street, Repton, DE65 6GF

**Post:** returning the signed copy by post to 79 High Street, Repton, DE65 6GF

**Email:** by attaching a scanned copy of the signed document to an email and sending it to [darryn@bidesign-architecture.co.uk](mailto:darryn@bidesign-architecture.co.uk) please type "Written resolutions dated [ 9.3.2010. ] in the email subject box

If you do not agree to all of the resolutions on which you are entitled to vote, you do not need to do anything. You will not be deemed to agree if you fail to reply.

Once you have indicated your agreement to the resolutions on which you are entitled to vote, you may not revoke your agreement.

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.

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

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.

# BI DESIGN ARCHITECTURE LIMITED

## Articles of Association

ADOPTED [ 2020]



Etchell House  
Etchell Court  
Bonehill Road  
Tamworth  
B78 3HQ

Ref CD/ACJ/36987/001

Adopted pursuant to a Special Resolution dated [ ] 2020

Companies Act 2006

Private Company Limited by Shares

## ARTICLES OF ASSOCIATION OF BI DESIGN ARCHITECTURE LIMITED

(Incorporated in England and Wales under registered no. 04678967)

(Adopted by Special Resolution passed on 2020)

### 1 Model Articles

- 1.1 The Model Articles shall apply to the Company, except insofar as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 1.2 The whole of Model Articles 11(2), 11(3), 12, 13, 14(1), 14(2), 14(3), 14(4), 14(5), 21, 26(5), 30(5), 30(6), 30(7), 42, 44(2), 51, 52 and 53 shall not apply to the Company.

### 2 Definitions and Interpretation

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

**A Director** means the director appointed from time to time by the A Shareholder;

**A Shareholder** means the registered holder from time to time of the A Shares;

**A Shares** means the A ordinary shares of £1.00 each in the capital of the Company;

**Articles** means these articles of association of the Company as

	constituted under Article 1.1 (as amended from time to time);
<b>Available Profits</b>	means profits available for distribution within the meaning of the Companies Act;
<b>Board</b>	means the board of directors of the Company from time to time;
<b>Business Day</b>	means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London;
<b>Companies Act</b>	means the Companies Act 2006;
<b>Company</b>	means BI Design Architecture Limited, registered number 04678967;
<b>Confidential Information</b>	means all information (whether oral or recorded in any medium) relating to any Group Company's business, financial or other affairs (including future plans of any Group Company) which is treated by a Group Company as confidential (or is marked or is by its nature confidential);
<b>C Shareholder</b>	means the holder of C shares
<b>C Shares</b>	means the C ordinary shares of £1 each in the capital of the Company;
<b>Departing Employee</b>	has the meaning as set out in the Shareholders Agreement;
<b>Director</b>	means a director of the Company from time to time;
<b>Group</b>	means the Company and each of its subsidiaries and <b>Group Company</b> means any of them;
<b>holding company</b>	means a holding company as defined by section 1159 CA 2006;

<b>Issue Price</b>	means the price at which the relevant Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon or (if higher) the price paid by the Shareholder for the Shares in question;
<b>Lien Enforcement Notice</b>	means a reference to a notice in writing which complies with the requirements of Article 12.5;
<b>Model Articles</b>	means the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as at the date of adoption of these Articles;
<b>Share</b>	means share in the capital of the Company;
<b>Shareholder</b>	means any holder of any Share from time to time;
<b>Shareholder Agreement</b>	means the shareholders agreement in place between the Shareholders from time to time;
<b>Shareholder Communication</b>	means any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons;
<b>Shareholder Consent</b>	means the prior written consent of the holder(s) for the time being of the A Shares;
<b>subsidiary</b>	means a subsidiary as defined by section 1159 CA 2006;

## 2.2 Unless the context otherwise requires:

2.2.1 each gender includes the other;

2.2.2 the singular includes the plural and vice versa;

2.2.3 references to persons include individuals, unincorporated bodies and partnerships (whether or not having a separate legal personality),

governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;

2.2.4 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';

2.2.5 the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible;

2.2.6 the contents table and the descriptive headings to provisions in these Articles are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of these Articles;

2.2.7 references to legislation include any modification or re-enactment thereof but exclude any re-enactment or modification after the date of these Articles to the extent they make any Party's obligations more onerous or otherwise adversely affect the rights of any Party;

2.2.8 references to 'writing' or 'written' include faxes and any other method of reproducing words in a legible and non-transitory form excluding email, mobile telephone texting or messaging AND telexes;

2.2.9 a person shall be deemed to be 'connected' with another if that person is connected with such other within the meaning of section 1122 of the Corporation Tax Act 2010;

2.2.10 the term 'acting in concert' shall have the meaning attributed to it at the date of adoption of these Articles by the City Code on Takeovers and Mergers.

### **3 Number of Directors**

3.1 The number of Directors shall not be less than two in number.



#### **4 Alternate Directors**

- 4.1 A Director (other than an alternate director) may appoint any other Director or (in the case of an A Director) any other person whomsoever, to be an alternate director and may remove from office an alternate director so appointed.
- 4.2 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 4.3 Any Director who is appointed an alternate director shall be entitled to vote at a meeting of the Board on behalf of the Director so appointing him in addition to being entitled to vote in his own capacity as a Director and shall also be considered as two Directors for the purpose of making a quorum of Directors unless he is the only individual present.

#### **5 Proceedings of Directors**

- 5.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Any two Directors (of whom at least one shall be an A Director) shall constitute a quorum and a quorum of Directors must be present throughout all meetings of the Board. The Chairman of the meeting shall be (or be appointed by) the A Shareholder and such have such number of votes as equals all the votes of all the other Directors and in addition thereto, shall have a casting vote, except where the Chairman is not to be counted as participating in the decision-making process for quorum of voting purposes.
- 5.2 Any Director or alternate director may validly participate in a meeting of the Board through telephone conference or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Companies Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that a quorum of Directors is not

physically present in the same place. If the Directors cannot or do not decide upon where such a meeting shall be deemed to take place, then it shall be where the Chairman of the meeting then is located.

- 5.3 If a situation arises or exists in which a Director has or could have a direct or indirect interest that conflicts, or may potentially conflict, with the interests of the Company (other than an interest arising in relation to a transaction or arrangement with the Company or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest), the Director concerned, or any other Director, may propose to the Board that such situation be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the board, in each case setting out particulars of the relevant situation. Subject to the Companies Act, the Directors may authorise such situation and the continuing performance by the relevant Director of his duties as a Director on such terms as they may think fit.
- 5.4 The relevant Director shall not be counted in the quorum at the relevant meeting of the Directors to authorise such situation nor be entitled to vote on the resolution authorising such situation.
- 5.5 No contract entered into shall be liable to be avoided by virtue of any Director having an interest of the type referred to in Article 5.3 where the relevant situation has been approved as provided by that Article.
- 5.6 The provisions of Articles 5.3 to 5.5 shall not apply to a conflict of interest which arises in relation to an existing or proposed transaction or arrangement with the Company but the following provisions of this Article 5.6 and Article 5.7 shall so apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that he complies with the Companies Act.
- 5.7 Without prejudice to the obligation of each Director to declare an interest in accordance with the Companies Act, a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which he has a duty. Having so

declared any such interest or duty he may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if he votes on such resolution his vote shall be counted.

## **6 Appointment and Removal of Directors**

6.1 Model article 17(1)(b) is modified by adding the words 'with prior Shareholder Consent' before the word 'by a decision of the directors'.

6.2 In addition, the holders of the issued A Shares from time to time shall be entitled at any time to:

6.2.1 appoint any person or persons to the Board; and

6.2.2 remove any Director from the Board for any reason whatsoever and appoint another person or persons in his place,

with each such appointment and removal being made by notice in writing served on the Company and taking effect on the date specified in the notice.

## **7 Company Secretary**

7.1 The Directors may appoint a company secretary for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

7.2 Model Article 20 shall apply to the company secretary by insertion of the words 'company secretary' in place of 'directors' in the first instance it appears.

## **8 Share Capital**

8.1 The authorised and issued share capital of the Company at the date of the adoption of these Articles is £100.00 divided into:

8.1.1 55 A Shares

8.1.2 35 B Shares; and

8.1.3 10 C Shares

## **9 Power of Attorney**

- 9.1 Each Shareholder hereby irrevocably appoints the Company as his attorney (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this Power of Attorney) to give effect to the provisions of these Articles.

## **10 Dividends**

- 10.1 In any financial year any Available Profits which the Company determines by Shareholder Consent to distribute shall at the sole discretion of the directors be distributed amongst the holders of the various classes of Shares in the capital of the Company at the discretion of the directors and if such class is selected by the Directors (acting with Shareholder Consent) such dividends shall be payable pro rata according to the number of such Shares of that class as are held by the relevant Shareholder at the relevant time.

## **11 Return of Capital**

- 11.1 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:
- 11.1.1 first, in paying to the holder of A Shares in respect of each A Share of which it is the holder, a sum equal to the Issue Price thereof;
  - 11.1.2 secondly, in paying to each holder of each other issued share in the capital of the Company (ranking pari passu) a sum equal to the Issue Price thereof, and
  - 11.1.3 the balance of such assets (if any) shall be distributed amongst the holders of the issued Shares (pari passu as if the same constituted one class of Shares) according to the amount paid up or credited as paid up on each such Share.
- 11.2 In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale, upon written notice being given to the selling

Shareholders, the selling Shareholders immediately prior to such Sale shall procure that the consideration (whenever received) shall be placed in a designated trustee account and shall be distributed amongst such selling Shareholders in such amounts and in such order of priority as would be applicable on a return of capital (pursuant to Article 11.1).

## **12 Lien**

12.1 The Company has a lien over every Share registered in the name of a person indebted or under liability to the Company, whether he is the sole registered holder of the Share or one of two or more joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.

12.2 The Company's lien over a Share takes priority over any third party's interest in that Share and extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

12.3 The Directors may, with Shareholder Consent, at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

12.4 Subject to the provisions of this Article 12, if a Lien Enforcement Notice has been given in respect of a Share and the person to whom the notice was given has failed to comply with it, the Company may sell that Share in such manner as the Directors decide.

12.5 A Lien Enforcement Notice:

12.5.1 may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

12.5.2 must specify the Share concerned;

- 12.5.3 must require payment of the sum payable within ten Business Days of the notice;
  - 12.5.4 must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
  - 12.5.5 must state the Company's intention to sell the Share if the notice is not complied with.
- 12.6 Where Shares are sold pursuant to the provisions of this Article 12:
- 12.6.1 the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser;
  - 12.6.2 the transferee is not bound to see to the application of the consideration; and
  - 12.6.3 the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 12.7 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- 12.7.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and
  - 12.7.2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the Lien Enforcement Notice.
- 12.8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's lien on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and, subject to compliance

with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

### **13 Shareholder Meetings**

- 13.1 No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the commencement of the business and also when such business is voted upon. Two persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation, and at least one of which shall be a *holder of, or proxy for, or a duly authorised representative of, a holder of an A Share*, shall be a quorum.
- 13.2 The Chairman shall chair general meetings. If there is no Chairman in office for the time being, or the Chairman is unable to attend any general meeting, the A Shareholder his proxy or representative shall chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting.
- 13.3 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded at any general meeting by the chairman, or by any Shareholder present in person or by proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote.
- 13.4 An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board must be delivered to the registered office of the Company not less than 48 hours before the time appointed for the holding of the meeting (or any adjournment of that meeting) or to the place of the meeting at any time before the time appointed for the holding of the meeting (or any adjournment of that meeting). A notice revoking the appointment of a proxy must be given in accordance with the Companies Act.

- 13.5 The provisions of these Articles relating to general meetings of the Company or to their proceedings (and adjournments) shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except that the necessary quorum shall be two persons holding or representing by proxy at least one third in nominal amount of the issued Shares of that class.

#### **14 Voting**

- 14.1 The voting rights attached to each issued share in the capital of the Company shall be:

14.1.1 on a written resolution, one vote for each Shareholder; and

14.1.2 on a resolution to be passed at a general meeting of the Company, every Shareholder (being an individual) present in person or by proxy or (being a corporation) present by a representative or by proxy shall have:

- (a) on a show of hands, one vote each; and
- (b) on a poll, one vote for each Share of which he is the holder.

- 14.2 If at any time (without Shareholder Consent):

14.2.1 a C Shareholder is in breach of any provision of these Articles and/or the Shareholder Agreement;

14.2.2 a C Shareholder becomes a Departing Employee; or

14.2.3 a Group Company becomes entitled to terminate any contract of employment of a C Shareholder by reason of a repudiatory breach of that contract (whether or not the person in breach of the contract is a Shareholder at that time),

then the Shares held by that C Shareholder (or to which he is entitled) and any Shares formerly held by that person that have been transferred (in breach of these Articles) shall immediately cease to entitle the holders thereof to attend and vote on any written resolution of the Company or at any general meeting or at any separate class meeting of the Company (whether on a show of hands or on a poll), until:



14.2.4 in the case of Article 14.2.1, the breach no longer subsists;

14.2.5 in the case of Article 14.2.2 and 14.2.3, the person and any person to whom he has transferred Shares to (in breach of these Articles) has ceased to be a Shareholder.

## **15 Notices**

15.1 Subject to the specific terms of these Articles, any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board or a committee thereof) shall be in writing.

15.2 Any Shareholder Communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person:

15.2.1 personally;

15.2.2 by sending it by first-class post in a pre-paid envelope addressed to such Shareholder or other person at his postal address (as appearing in the Company's register of members in the case of Shareholders); or

15.2.3 *except in the case of share certificates or a notice to be given under Article 6.2* by sending or supplying it:

(a) in electronic form (as specified by section 1168(3) of the Companies Act and otherwise complying with the requirements of section 1168); or

(b) by website communication in accordance with the provisions of the Companies Act and the Electronic Communications Act 2000.

15.3 In the case of a Shareholder Communication validly:

15.3.1 sent by post, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 48 hours after the envelope containing it was posted;

15.3.2 sent in electronic form, it shall be deemed to have been given on the same day as it was sent to the address supplied by the Shareholder; and

15.3.3 made by website communication, it shall be deemed to have been received when it was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that it was available on the website.

15.4 In the case of joint holders of a Share, all Shareholder Communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders.

15.5 A Shareholder who has not supplied to the Company either a postal or an electronic address for the service of notices shall not be entitled to receive notices from the Company.

## **16 Indemnity and Insurance**

16.1 Subject to, and on such terms as may be permitted by the Companies Act, the Company may:

16.1.1 indemnify, out of the assets of the Company, any director of the Company or any associated company against all losses and liabilities which he may sustain or incur in the performance of the duties of his office or otherwise in relation thereto;

16.1.2 provide a Director with funds to meet expenditure incurred or to be incurred by him in defending any civil or criminal proceedings brought or threatened against him or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority, in either case in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or another Group Company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Companies Act to enable a Director to avoid incurring such expenditure; and

16.1.3 purchase and maintain insurance for any Director or any director of any other Group Company against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any such Group Company.