

Company number 04901964

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

LES HARE LIMITED (Company)



6 June 2017

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as ordinary and special resolutions (**Resolutions**).

ORDINARY RESOLUTION

1. That, in accordance with section 551 of the Companies Act 2006, the directors of the Company ("Directors") be generally and unconditionally authorised to allot:

1.1 100 A ordinary shares of £1 each in the capital of the Company

up to an aggregate nominal amount of £100 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on 31st January 2020 save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares 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 or section 551 of the Companies Act 2006.

SPECIAL RESOLUTIONS

2. That, subject to the passing of the resolution 1 and in accordance with section 570 of the Companies Act 2006, the Directors be generally empowered to allot equity securities (as defined in section 560 of the Companies Act 2006) pursuant to the authority conferred by resolution 1, as if section 561(1) of the Companies Act 2006 did not apply to any such allotment, provided that this power shall:

2.1 be limited to the allotment of equity securities up to an aggregate nominal amount of £100; and

2.2 expire on 31st January 2020 (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.

3. That new articles of association in the form annexed to the written resolution are adopted in place of the existing articles of association of the Company.

AGREEMENT

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

The undersigned, are persons entitled to vote on the Resolutions on 6 June 2017, hereby irrevocably agree to the Resolutions:

Signed by LES HARE


.....

Date

6 June 2017

NOTES

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to the Company's registered office.

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, by 6 June 2017, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.

THE COMPANIES ACT 1985 AND THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LES HARE LIMITED

PRELIMINARY

1. The Articles hereinafter contained and, subject as hereinafter provided, the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985, the Companies Act 1985 (Electronic Communications) Order 2000, the Companies (Tables A to F) (Amendment) Regulations 2007 and Companies (Tables A to F) (Amendment) (No.2) Regulations 2007 (hereinafter referred to as "Table A") shall constitute the regulations of the Company subject always to the Rules (as hereinafter defined). In the case of any variation or inconsistency between these Articles and the regulations in Table A, the provisions of these Articles shall prevail. In the case of any variation or inconsistency between the Rules and the regulations of the Company the provisions of the Rules shall prevail.
2.
 - (1) Regulations 24, 40, 41, 54, 56, 60, 61, 63 to 69 (inclusive), 73 to 81 (inclusive), 87, 94, 95 and 118 of Table A shall not apply to the Company.
 - (2) The following shall not apply to prevent appropriate steps being taken to appoint a new or replacement Director in order to comply with Rule 7(2) or (3):
 - (a) the requirement in Regulation 38 of Table A to give 21 clear days' notice of an extraordinary general meeting to appoint a Director;
 - (b) the quorum for a meeting of the Directors fixed by or under Regulation 89 of Table A;
 - (c) the requirement in Regulation 111 of Table A for the notice calling a general meeting to be in writing.
3. For the purposes of these Articles, except where the context otherwise requires:-
 - (1) "A ordinary share" shall mean an A ordinary share of £1 in the capital of the Company;

“the Act” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force;

“ordinary share” means an ordinary share of £1 in the capital of the Company;

- (2) Words importing gender include a reference to both other genders, words in the singular include a reference to the plural and vice versa.
- (3) Any reference to any provision of the Act, or any other provision of any statutory act relevant to these Articles shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

MEMBERS

- 4. A member shall not hold a share for another person. A member shall not create any charge or other third party interest over any share.

UNISSUED SHARE CAPITAL

- 5.
 - (1) After the initial allotment any shares proposed to be issued shall first be offered to the members in proportion as nearly as may be to the number of existing shares held by them respectively.
 - (2) The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted will be deemed to be declined.
 - (3) After the expiration of that period those shares which are declined or deemed to be declined shall be offered in the proportion aforesaid to the persons who have within the said period accepted all the shares offered to them. Such further offer shall be made in the same manner and limited by a like period as the original offer.
 - (4) Any shares not accepted pursuant to such offer or further offer as aforesaid not including fractions unallotted shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons who are qualified to be members on such terms and in such manner

as they think fit, provided that such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.

- (5) No share may be issued unless it is fully paid or credited as fully paid on or before allotment.
- (6) Subject to the provisions of this Article and Article 4 the Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot shares and grant rights to subscribe for, or convert securities into, shares in the Company up to the nominal amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of adoption of these Articles. The Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance to an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.
- (7) Sections 89(1) and 90(1) to (6) inclusive of the Act shall be excluded from applying to the Company.

TRANSFER AND TRANSMISSION OF SHARES

6. In the next succeeding Articles the following words shall bear the following meanings:-

- (1) "Shares" shall mean shares in the capital of the Company (for the avoidance of doubt to include both the ordinary shares and A ordinary shares from time to time in issue);
- (2) "Member" shall mean a person whose name is entered in the Company's register of members;
- (3) "Proposing Transferor" shall mean a Member or any other person proposing to transfer Shares;
- (4) "Transfer Notice" shall mean a written notice served by a Member or any other person on the Company indicating his desire to transfer Shares;
- (5) "the Prescribed Price" shall mean the price per Shares certified pursuant to paragraph (3) of the next succeeding Article;
- (6) "Purchaser" shall mean a person willing to purchase Shares comprised in a Transfer Notice.

7. (1) A Member or any other person proposing to transfer any Shares shall give a Transfer Notice to the Company and the Transfer Notice shall constitute the Company as his agent for the sale of the Shares therein mentioned at the Prescribed Price to any Member or Members. A Transfer Notice once given shall not be revocable except with the consent of the Directors and except as provided in paragraph (2) below.
- (2) Forthwith upon receipt of any Transfer Notice the Company shall procure the Auditors for the time being of the Company (acting as experts and not as arbitrators) to certify the Prescribed Price. Forthwith upon receipt of the certificate as to the Prescribed Price, the Company shall notify the Proposing Transferor thereof. The Proposing Transferor may (save where a Transfer Notice is given or deemed to be given pursuant to paragraphs (7) to (10) of this Article) within seven days of receipt of such notification revoke his Transfer Notice, provided that the Proposing Transferor shall in such circumstances be liable for the Auditors costs in certifying the Prescribed Price. At the same time as giving such notice to the Proposing Transferor, the Company shall offer the Shares comprised in the Transfer Notice to the Members (other than the Proposing Transferor) for purchase at the Prescribed Price on terms that in the case of competition the Shares so offered shall be sold to the Members accepting the offer in proportion (as nearly as may be, and without increasing the number sold to any Member beyond the number applied for by him) to their existing holdings of Shares. All such offers of Shares shall be made by notice in writing and every such offer shall limit a time (not being less than twenty-one days or more than forty-two days) within which the offer must be accepted or, in default, will be deemed to have been declined. It is hereby declared for the avoidance of doubt that any Member to whom Shares are offered in accordance with this Article shall be at liberty to accept some only of the Shares so offered.
- (3) The Auditors shall within fourteen days of a request by the Company certify to the Company the Prescribed Price, that is to say the price which in their opinion represents a fair value for the Shares comprised in the Transfer Notice as between a willing vendor and a willing purchaser and, in making such determination, the Auditors shall not take account of whether such Shares comprise a majority or minority interest in the Company (and shall assume that the entire issued share capital of the Company is being sold).
- (4) If the Company shall within the period limited for acceptance find a Purchaser or Purchasers willing to purchase all the Shares concerned and shall give notice in writing thereof to the Proposing Transferor, he shall be bound, upon payment of the Prescribed Price, to transfer such shares to the respective

Purchasers thereof. Every such notice shall state the name and address of each Purchaser and the number of Shares agreed to be purchased by him, and the purchase shall be completed at a place and time to be appointed by the Directors.

- (5) If in any case a Proposing Transferor, after having become bound to transfer any Shares to a Purchaser, shall make default in transferring the Shares, the Directors may receive the purchase price on his behalf and may authorise some person to execute on behalf of and as attorney for the Proposing Transferor any necessary instruments of transfer and the Company shall hold the purchase money in trust for the Proposing Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser who shall not be bound to see the application thereof and, after the name of the Purchaser has been entered into the register in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person.
- (6) If the Company shall not within the period limited for acceptance find a Purchaser or Purchasers willing to purchase all the Shares comprised in the Transfer Notice the Proposing Transferor shall at any time within three months after the Directors have so confirmed their inability to him in writing be at liberty to transfer the Shares to any person not being a Member but capable of being a Member under these Articles on a bona fide sale at any price not being less than the Prescribed Price but in that event the Directors may, in their absolute discretion, decline to register any such transfer of any Share and shall not be required or bound to state the reason for any refusal. The Directors may require to be satisfied that any Shares being transferred under this paragraph are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction rebate or allowance whatsoever to the Purchaser.
- (7) In the event that a Member dies or in the event that (where a Member is a solicitor) his name is struck off or removed from the roll or his practising certificate is suspended or withdrawn or (where a Member is a registered European lawyer) his name is struck off the register of European lawyers or his registration is cancelled or suspended or (where a Member is a non-registered European lawyer) he is struck off or suspended or removed from the roll of lawyers in his home jurisdiction or his right to practise is terminated or suspended or (where a Member is a recognised body) its recognition is revoked or expires or (where a Member is a European corporate practice) its registration or right to practise is terminated or suspended or it ceases to be wholly owned and directed by lawyers, the

Directors may require the Member or, as the case may be, his legal personal representatives, trustee in bankruptcy, liquidator, administrator or administrative receiver to give a Transfer Notice in respect of all the Shares then registered in the name of the Member or deceased Member. Such Transfer Notice shall not in any circumstances be capable of revocation. Regulations 29 to 31 of Table A shall take effect subject to this paragraph.

- (8) In the event that a Member holding A ordinary shares ceases employment with the Company (for any reason whatsoever) then he shall immediately transfer all A ordinary shares held in his name to the Company or such person(s) as the Directors may direct for nil consideration. In the event that a Member shall default in transferring his shares pursuant to this article then the Directors may authorise some person to execute on behalf of and as attorney for the Member ceasing employment any necessary instruments of transfer.
- (9) In the event that a Member holds any Shares or a beneficial owner has an interest in any Shares in the Company in such circumstances that the Rules are broken the Directors may at any time resolve that the Member holding the Shares concerned shall (unless he shall have already given a Transfer Notice) be deemed to have given a Transfer Notice in respect of such Shares. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby. Such Transfer Notice shall not in any circumstances be capable of revocation.
- (10) For the purpose of ensuring that a transfer of Shares is duly authorised hereunder or that no circumstances have arisen whereby the Directors are empowered to require that a Transfer Notice be given or to resolve that a Transfer Notice be deemed to have been given the Directors may from time to time require any Member or past Member or the legal personal representatives, trustee in bankruptcy, liquidator, administrator or administrative receiver of any Member or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished the Directors may give the person from whom the information or evidence is required notice that, if the information or evidence is not furnished within such period as may be determined by the Directors and stated in the notice, the Directors may refuse to register the transfer in question or (in case no transfer is in question) may require that a Transfer Notice be given in respect of the Shares concerned. Failing the information or evidence being furnished within the

period stated in the notice, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require that a Transfer Notice be given in respect of the Shares concerned.

- (11) In any case where under the provisions of this Article the Directors may require a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of two weeks of demand being made, a Transfer Notice shall be deemed to have been given in respect of such Shares at the expiration of the said period. Such a deemed Transfer Notice shall not in any circumstances be capable of revocation. In any such case as aforesaid the provisions of this Article shall take effect.
- (12) Any notice required to be given under this Article by the Company to a Member or by a Member to the Company shall be given or served either personally or by sending it by first class post to the registered office of the Company or, as the case may be, to the registered address of the Member or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. When a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected at the time at which the letter would be delivered in the ordinary course of post.
- (13) With the consent in writing of all the Members for the time being the restrictions imposed by this Article may be waived or varied in relation to any proposed transfer of Shares.

PROCEEDINGS AT GENERAL MEETINGS

- 8. No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a Member or a duly appointed corporate representative, shall be a quorum.
- 9. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.

VOTES OF MEMBERS

- 10. Subject to any rights or restrictions attached to any shares, on a show of hands every member holding one or more ordinary shares who (being an individual) is present in person or (being a recognised body) is present by a duly authorised corporate

11. The holders of A ordinary shares shall not be entitled to vote or participate on a poll.

"[] Limited

Signed this day of 20 ."

"[] Limited

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No.1 *for *against

Resolution No.2 *for *against

***Strike out whichever is not desired**

Signed this day of 20 ."

14. A vote given or poll demanded by proxy or by the duly authorised corporate representative of a recognised body shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the registered office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

DIVIDEND RIGHTS

15. The rights as regards income attaching to each class of shares shall be as set out in this article.
- 16 (a) The amount of any dividend (if any) shall be at the absolute discretion of the board of Directors from time to time.

RETURN ON CAPITAL

17. In the event that there is a Sale of the Company then the Directors and the Company shall procure that the holders of the ordinary shares shall in priority to the entitlement of the other shareholders first receive a capital payment of £250,000 out of the proceeds of sale. For the purposes of this article 17 "Sale" shall mean a sale of the entire issued share capital of the Company or a sale of the whole or a majority of the business and assets of the Company to a third party buyer.

DIRECTORS

18. In these Articles, the expression "the Directors" means the directors for the time being of the Company or (as the context shall require) any of them acting as the Board of directors of the Company.
19. Unless and until otherwise determined by the Company by ordinary resolution in general meeting, the number of Directors shall not be subject to any maximum and the minimum number of the Directors shall be one.

APPOINTMENT OF DIRECTORS

20. (1) No person shall be appointed a Director at any general meeting unless either:-
- (a) he is recommended by the Directors; or

- (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the general meeting, notice executed by a member qualified to vote at a general meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person for appointment, together with notice executed by that person of his willingness to be appointed; or

(2) DISQUALIFICATION OF DIRECTORS

21. The office of a Director shall forthwith be vacated:-

- (1) if by notice in writing to the Company he resigns the office of Director;
- (2) if he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors;
- (3) if he is removed from office by resolution duly passed under section 303 of the Act;
- (4) if he is prohibited from being a Director by any order made under the Company Directors Disqualification Act 1986.

ALTERNATE DIRECTORS

22. (1) Any Director may at any time appoint another Director, approved by the Directors to be his alternate Director and may at any time terminate such appointment. Any such appointment or removal shall be by written notice, letter, telegram, cablegram, telex or telefax message or other form of visible communication from the Director to the Company and shall be effective upon delivery at the registered office of the Company or at a meeting of the Directors.
- (2) The appointment of any alternate Director shall terminate if and when the Director by whom he has been appointed vacates his office as Director and upon the happening of any event which, if he were a Director, would cause him to vacate such office.
- (3) An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notice of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to

perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If he is himself a Director, he shall be entitled in such circumstances as aforesaid to exercise the vote or votes of the Director or Directors for whom he is an alternate in addition to his own vote. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors, the foregoing sentence shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member. An alternate Director as such shall not (save as aforesaid) have power to act as a Director nor shall be deemed to be a Director for the purpose of these Articles.

- (4) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director.

PROCEEDINGS OF DIRECTORS

23. Whenever the minimum number of Directors shall be one such Director shall, have authority to exercise all the powers and discretions by the regulations of the Company expressed to be vested in the Directors generally and Regulation 89 of Table A shall be modified accordingly.
24. Subject to such disclosure as is required by Section 317 of the Act, a Director may vote in respect of any contract or arrangement in which he is interested or upon any matter arising out of the same and may be counted in the quorum present at any meeting at which any such contract, arrangement or matter is proposed or considered and if he shall so vote his vote shall be counted.

WINDING UP

25. In Regulation 117 of Table A the words "with the like sanction" shall be inserted immediately before the words "determine how such division".

INDEMNITY

26. Subject to the provisions of the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in

his favour or in which he is acquitted or in connection with any application under Sections 144(3) or (4) or 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.

GRATUITIES ND PENSIONS

27. The Directors may exercise the powers of the Company conferred by Clause 3(s) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.