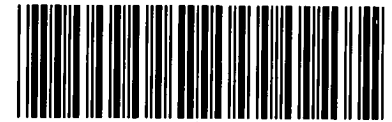


THE COMPANIES ACT 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
BRAMWITH CONSULTING LIMITED

TUESDAY



R920E8DT

RM

31/03/2020

#247

COMPANIES HOUSE

1 PRELIMINARY

- 1.1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- 1.2 In these Articles the expression "the Act" means the Companies Act 1985, 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 ALLOTMENT OF SHARES

- 2.1 Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph 2.4 below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.
- 2.2 All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than twenty-one days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so 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 like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph 2.2 shall have effect subject to Section 80 of the Act.

- 2.3 In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- 2.4 The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the 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 incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of 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.

3 SHARES

- 3.1 The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clauses in Table A shall be modified accordingly.
- 3.2 The liability of any Member in default in respect of a call shall be increased by the addition to the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

4 GENERAL MEETINGS AND RESOLUTIONS

- 4.1 Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.
- 4.2 No business shall be transacted at any General Meeting unless a quorum is present. Any one person entitled to vote upon the business to be transacted, being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.
- 4.3 If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting 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; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
- 4.4 Clauses 40 and 41 in Table A shall not apply to the Company.
- 4.5 If and for so long as the Company has only one Member and that Member takes any decision which is required to be taken in General Meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in General Meeting save

that this paragraph shall not apply to resolutions passed pursuant to Sections 303 and 391 of the Act.

- 4.6 Any decision taken by a sole Member pursuant to paragraph 4.5 above shall be recorded in writing and delivered by that Member to the Company for entry in the Company's Minute Book.

5 APPOINTMENT OF DIRECTORS

- 5.1 Clause 64 in Table A shall not apply to the Company.
- 5.2 The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.
- 5.3 The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.
- 5.4 No person shall be appointed a Director at any General Meeting unless either:
- 5.4.1 he is recommended by the Directors; or
 - 5.4.2 no 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 the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.
- 5.5 Subject to paragraph 5.4 above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
- 5.6 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph 5.2 above as the maximum number of Directors and for the time being in force.
- 5.7 In any case where as the result of the death of a sole Member of the Company the Company has no Members and no Directors the personal representative of such deceased Member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in General Meeting pursuant to paragraph 5.5 of this Article.

6 BORROWING POWERS

- 6.1 The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case

of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof and 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.

7 ALTERNATE DIRECTORS

- 7.1 An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.
- 7.2 A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director. An alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

8 GRATUITIES AND PENSIONS

- 8.1 The Directors may exercise the powers of the Company conferred by Clause 3(ii)(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.
- 8.2 Clause 87 in Table A shall not apply to the company.

9 PROCEEDINGS OF DIRECTORS

- 9.1 A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- 9.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, and unless otherwise fixed it is one.
- 9.3 Clause 89 and clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

10 THE SEAL

- 10.1 If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Clause 101 of Table A shall not apply to the Company.
- 10.2 The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

11 INDEMNITY

- 11.1 Every Director or other officer of the Company shall 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, or in connection with any application under Section 144 or Section 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. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- 11.2 The Directors shall have power to purchase and maintain for any Director or officer of the Company insurance against any such liability as is referred to in Section 310(1) of the Act.
- 11.3 Clause 118 in Table A shall not apply to the Company.

12 TRANSFER OF SHARES

- 12.1 The Directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of a share, whether or not it is a fully paid share, and the first sentence of clause 24 in Table A shall not apply to the company.
- 12.2 The right to transfer shares in the company shall be subject to the following restrictions:
- 12.2.1 Before requiring the company to register a transfer of any shares the person, whether a member of the company or not, desiring to transfer them ('the proposing transferor') shall give notice in writing ('the transfer notice') to the company that he desires to sell such shares and shall specify in the transfer notice the price at which he is prepared to sell such shares. The transfer notice shall constitute the company as the agent of the proposing transferor for the sale of all (but not a part only) of the shares specified in the transfer notice to the other members at such price.
- 12.2.2 All shares comprised in any transfer notice shall be offered by the company in the first instance for sale, to all members holding shares of the same class as those so comprised (other than the proposing transferor) on the terms that if more than one such member desires to purchase such shares then the shares so offered shall be sold to members accepting the offer in proportion (as nearly as may be) to their existing holdings of such shares. All offers of shares under this paragraph shall be made in writing and sent by pre-paid post to the members at their respective registered addresses, and shall limit a time (not being less than 21 days) within which the offer must be accepted or in default be treated as declined. If the proposing transferor does not in the transfer notice specify the price at which he is prepared to sell such shares then such shares shall be offered for sale at the prescribed price (as determined in paragraph 12.2.7). A transfer notice once received by the company shall not be revocable without the prior consent of the directors.
- 12.2.3 If the proposing transferor has specified a price at which he is prepared to sell such shares, and within the period of 2 months of receiving a transfer notice the company finds members ('the purchasers') willing to purchase all the shares specified in the

transfer notice at the specified price and gives notice of the fact to the proposing transferor, he shall be bound upon payment of the specified price to transfer those shares to such members.

- 12.2.4 If no price is specified and within a period of 2 months after receiving a transfer notice the company finds members ('the prospective purchasers') who are willing to purchase all of the shares specified in the transfer notice subject to agreement upon the price for such shares and gives written notice of the fact to the proposing transferor then the provisions of paragraph 12.2.7 as regards the determination of the prescribed price shall take effect, and if the price for such shares as so determined under paragraph 12.2.7 is acceptable to the proposing purchasers, who give notice in writing of that fact to the company, then the company shall give written notice of that fact to the proposing transferor who shall be bound upon payment of the prescribed price to transfer those shares to such members.
- 12.2.5 Every notice given by the company under either of the preceding paragraphs stating that it has found a purchaser or prospective purchaser (whichever is applicable) for such shares shall state the name and address of such purchaser or prospective purchaser, or, if more than one, their names and addresses, and the number of shares which each such purchaser or prospective purchaser is willing to purchase, and such notice shall (in the case where the price has been specified) be accompanied by appropriate instruments of transfer for execution by the proposing transferor, and the purchase shall be completed, in the case where the price has been specified, at a time and a place to be appointed by the company not being more than 28 days after the date on which such notice was given by the company, and in the case where the price has to be ascertained in accordance with paragraph 12.2.7 the purchase shall be completed at a time and a place to be appointed by the company not being more than 28 days after the price has been so ascertained. For the purpose of determining the right to any distribution by the company the proposing transferor shall be deemed to have sold such shares on the date of completion of the purchase.
- 12.2.6 If the proposing transferor, after having become bound to transfer any shares to a purchaser or prospective purchaser, fails to do so, the directors may authorise some person to sign an instrument of transfer on behalf of the proposing transferor in favour of the purchaser or prospective purchaser and the company may receive the purchase money and shall, on receipt of the purchase money, cause the name of the purchaser or prospective purchaser (as applicable) to be entered in the register as the holder of the shares and shall hold the purchase money on trust for the proposing transferor. The receipt of the company for the purchase money shall be a good discharge to the purchaser or prospective purchaser, who shall not be bound to see to its application, and after his name has been entered into the register the validity of the proceedings shall not be questioned by any person.
- 12.2.7 In the event of the purchase price for such shares not being specified by the proposing transferor then after receipt by the proposing transferor of a notice given by the company under paragraph 12.2.4 of this article the proposing transferor shall use his best endeavours to agree with the prospective purchaser the price for each share but, in the event of failure to agree within one month of receipt by the proposing transferor of such notice given by the company, then the fair value for such shares shall be determined by the auditors for the time being of the company

or (if the proposing transferor shall require) by some other chartered accountant to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales who shall act as an expert and not as an arbitrator, and whose determination as to the fair value of the shares which the proposing transferor wishes to sell shall be conclusive, and such fair value shall be the price payable for the shares, and in fixing such price such auditors or chartered accountant shall have power to determine how the costs of fixing the fair value of such shares shall be borne.

12.2.8 Once the price for the shares has been ascertained under paragraph 12.2.7 then any prospective purchaser shall have the right to withdraw his application to purchase such shares and there will be no obligation on any prospective purchaser to purchase shares at such price unless he so signifies his consent to the company, and for that purpose he shall be deemed to have so signified his consent if he does not within one month of being notified by the company of the price so determined inform the company in writing that he no longer desires to purchase the shares, provided that if there are more than one prospective purchaser and not all prospective purchasers signify or are deemed to signify their consent to the purchase of the shares at such price, then there shall be no obligation on the proposing transferor to sell the shares specified in the transfer notice unless such prospective purchasers as are prepared to purchase the shares agree to purchase all of the shares specified in the transfer notice.

12.2.9 If either:

- i. within a period of 2 months after receiving a transfer notice the company shall not find purchasers for all of the shares specified in the transfer notice and gives notice in writing to that effect to the proposing transferor, or
- ii. the company within such period of 2 months gives to the proposing transferor notice in writing that it has no prospects of finding such purchasers, or
- iii. the prospective purchasers give notice under paragraph 12.2.8 that they are not prepared to pay the price determined under paragraph 12.2.7 and to purchase all of the shares specified in the transfer notice,

then the proposing transferor shall be at liberty until the expiration of 4 months thereafter to transfer all or any of the shares specified in the transfer notice to any person but he may not transfer the shares or any of them at a price lower than the specified price or the price ascertained under paragraph 12.2.7 (as applicable).

12.2.10 If a proposing transferor wishes to sell any of his shares specified in a transfer notice after the expiry of the period of 4 months referred to in paragraph 12.2.9, then he must give notice in writing to the company again in accordance with paragraph 12.2.1.

12.2.11 The personal representatives of any deceased member shall be bound, if and when called upon by the directors to do so not earlier than six months after the date of his death, to give a transfer notice in respect of all the shares registered in the name of the deceased member as sole holder or as sole surviving joint holder at the date of his death, or such of those shares as still remain so registered. If within a period of 21

days after being called upon the personal representatives fail either to give such a transfer notice, or to present for registration one or more transfers of such shares authorised by article 4.1, they shall be deemed to have given a transfer notice at the expiration of that period, and the provisions of the preceding paragraphs of this article shall have effect accordingly.

12.2.12 If any member is adjudged bankrupt, his trustee in bankruptcy shall be bound immediately to give to the company a transfer notice in respect of all the shares registered in the name of the bankrupt member as sole holder or as sole surviving joint holder at the date of his bankruptcy, and if no such transfer notice is given within one month of the bankruptcy the trustee in bankruptcy shall be deemed to have given it at the end of that period, and the said provisions shall have effect accordingly. The transfer notice given or deemed to be given shall be deemed not to contain a specified price for the shares and the price shall be the fair value for such shares determined by the auditors for the time being of the company in accordance with article 12.2.7.