

**Company Number: 5870213**

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTION**  
**OF**  
**THE SAFETY SUPPLY COMPANY LIMITED**  
**("the Company")**  
**Circulation Date: 1<sup>st</sup> August 2014**

WEDNESDAY




A17      \*A6LNCBX5\*      20/12/2017      #372  
COMPANIES HOUSE

We the undersigned, being all the members of the Company entitled to attend and vote at general meetings of the Company on the Circulation Date, make the following special resolution which will, pursuant to section 288 of the Companies Act 2006, be valid and effective for all purposes as if the same had been passed at a general meeting of the Company duly convened and held:-


1. that each of the 532 Ordinary Shares of £1 each in the capital of the Company ("Ordinary Shares") registered in the name of and beneficially owned by Ephraim Levi Scheiner be reclassified as 532 "A" Shares of £1 each ("A" Shares"), having the rights and restrictions set out in the articles of association proposed to the adopted by resolution 9 below ("Articles").
2. that each of the 532 Ordinary Shares registered in the name of and beneficially owned by Natalie Scheiner be reclassified as 532 "A" Shares.
3. that each of the 226 Ordinary Shares registered in the name of and beneficially owned by Nachman Dov Heller be reclassified as 226 "B" Shares of £1 each ("B" Shares"), having the rights and restrictions set out in the Articles.
4. that each of the 225 Ordinary Shares registered in the name of and beneficially owned by Deanne Heller be reclassified as 225 "B" Shares.
5. that each of the 136 Ordinary Shares registered in the name of and beneficially owned by Yitzchak Sanger be reclassified as 136 "C" Shares of £1 each ("C" Shares"), having the rights and restrictions set out in the Articles.
6. that each of the 135 Ordinary Shares registered in the name and beneficially owned by Ann Sanger be reclassified as 135 "C" Shares.
7. that each of the 19 Ordinary Shares registered in the name and beneficially owned by Alina Geanina Dragan be reclassified as 19 "D" Shares of £1 each, having the rights and restrictions set out in the Articles.

8. that each of the 95 Ordinary Shares registered in the name of Benjamin Katz be reclassified as 95 "E" shares of £1 each, having the rights and restrictions set out in the Articles.
9. that the regulations contained in the printed document attached to this resolution and marked "A" be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association.


Please read the notes attached to this document before signing your agreement to the resolution.

  
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E L Scheiner

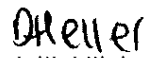
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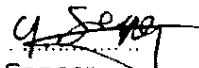
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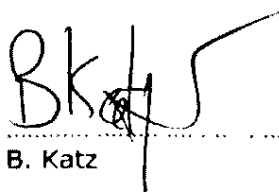
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**COMPANY NUMBER: 5870213**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**THE SAFETY SUPPLY COMPANY LIMITED**

Incorporated: 10 July 2006  
Adopted: 1<sup>st</sup> August 2014

**1 PRELIMINARY**

The Regulations will 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 the Articles will be the regulations of the Company

**2 INTERPRETATION**

In these Articles:-

- 2.1 unless the context otherwise requires, the following words and expressions have the following meanings -

"Act"	the Companies Act 2006 (and any modification, re-enactment or amendment of its provisions);
" "A" Shares"	"A" ordinary shares of £1 each in the capital of the Company
" "A" Shareholder"	a holder of "A" Shares.
"Articles"	these articles of association.
"Auditors"	the auditors of the Company;
" "B" Shares"	"B" ordinary shares of £1 each in the capital of the Company.
" "B" Shareholder"	a holder of "B" Shares.
"Business Day"	a day upon which UK clearing banks are open in London to conduct a full range of business transactions
" "C" Shares"	"C" ordinary shares of £1 each in the capital of the Company.
" "C" Shareholder"	a holder of "C" Shares;
"Completion Date"	the date upon which a Proposing Transferor completes the sale of Transfer Shares to a Purchaser;
" "D" Shares"	"D" ordinary shares of £1 each in the capital of the Company.
" "D" Shareholder"	a holder of "D" Shares

<b>"Determination Date"</b>	the date on which a Transfer Price shall be determined in accordance with Article 7.9;
<b>"Directors"</b>	the directors of the Company from time to time (including their duly appointed alternates);
<b>"Directors' Notice"</b>	a notice in writing from the Directors to the Shareholders (other than the Proposing Transferor) informing of the receipt of a Transfer Notice;
<b>"E" Shares</b>	"E" ordinary shares of £1 each in the capital of the Company;
<b>"E" Shareholder"</b>	a holder of "C" Shares;
<b>"Model Articles"</b>	the model articles for private companies limited by shares (as set out in Schedule 1 to the Companies (Model Article) Regulations (SI 2008/3229) as amended prior to the date of adoption of these Articles
<b>"Person"</b>	any individual partnership, body corporate, unincorporated association, limited liability partnership or entity having a separate legal personality
<b>"Proposing Transferor"</b>	any Shareholder who proposes to Transfer his Shares.
<b>"Purchaser"</b>	a purchaser of Transfer Shares pursuant to Article 7.15
<b>"Regulation"</b>	a regulation of the Model Articles;
<b>"Remaining Shareholders"</b>	the Shareholders other than the Proposing Transferor after the service of a Transfer Notice;
<b>"Security"</b>	a charge mortgage, lien encumbrance or other form of security interest.
<b>"Share"</b>	a share in the capital of the Company of whatever class,
<b>"Shareholder"</b>	the holder of any Share,
<b>"Transfer"</b>	the transfer or assignment of the legal and/or beneficial interest in Share (including creating any Security over such Share (and "Transferring" shall be construed accordingly);
<b>"Transfer Notice"</b>	a notice in writing to the Directors given by a Proposing Transferor by which the Proposing Transferor indicates his desire to Transfer his Shares.
<b>"Transfer Price"</b>	the price at which the Transfer Shares are to be sold in accordance with Article 7.7;
<b>"Transfer Shares"</b>	the Shares forming the subject of a Transfer Notice.

- 2.2 the singular includes the plural and vice versa, and words importing one gender include all genders.
- 2.3 a special or extraordinary resolution will be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of the Regulations or these Articles.

### **3 SHARE CAPITAL**

- 3.1 The authorised Share capital of the Company at the date of adoption of these Articles is £1900, divided into 1064 "A" Shares, 451 "B" Shares, 271 "C" Shares, 19 "D" Shares and 95 "E" Shares
- 3.2 The "A" Shares, the "B" Shares, the "C" Shares, the "D" Shares and the "E" Shares constitute separate classes of Share, and carry the rights to income as set out below, but in all other respects they rank pari passu.

### **4 RIGHTS TO INCOME OF "A" SHARES, "B" SHARES, "C" SHARES, "D" SHARES AND "E" SHARES**

- 4.1 Subject to the provisions of the Act, the Company may by ordinary resolution (or by written resolution) declare dividends in accordance with the respective rights of the Shareholders but no dividend shall exceed the amount recommended by the Directors.
- 4.2 The Directors may, and the Company in general meeting by ordinary resolution (or by written resolution) may, declare a dividend on any class of Share without declaring a dividend in respect of any other class of Share and different dividends may be declared in respect of different classes of Share. The declaration of a dividend on the "A" Shares gives no entitlement to the declaration of the same (or any) dividend on the "B" Shares or the "C" Shares or the "D" Shares, or the "E" Shares and vice versa. The Directors may declare interim dividends in expectation of the Company having distributable profits on any class of Share at any time and in such amounts as they determine subject to the provisions of the Act.

### **5 ISSUE OF NEW SHARES**

- 5.1 Sections 561(1) and 562(1) to (5) (inclusive) of the Act apply to the issue or allotment of any Shares to any Person.
- 5.2 The Directors are generally and unconditionally authorised for the purposes of section 551 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 Share capital of the Company authorised but unissued at the date of adoption of these Articles, at any time during the period of five years from the date of adoption of these Articles.

### **6 REDEMPTION AND PURCHASE OF OWN SHARES**

Subject to the provisions of the Act.

- 6.1 the Company may purchase its own Shares;

- 6.2 the Company shall be authorised, in respect of the redemption or purchase of any of its own Shares, to give such financial assistance, or to make payments out of the control of the Company, as may be permissible in the Act

## **7 PRE-EMPTION RIGHTS**

- 7.1 A Shareholder may Transfer any of his Shares to any Person, provided all the other Shareholders agree, as provided in Article 10. Shares may also be Transferred compulsorily, in accordance with Article 8. If, however, a Shareholder wishes to voluntarily Transfer any or all of his Shares, he must observe the procedures set out in this Article 7, which allow the Remaining Shareholders, or the Company, the ability to purchase those Shares in priority to any other Person ("Pre- Emption Right").
- 7.2 Before Transferring or agreeing to Transfer any Share, any Proposing Transferor proposing to Transfer any of his Shares must serve a Transfer Notice on the Company
- 7.3 The Transfer Notice must specify -
- 7.3.1 (except where the Transfer Notice is a Deemed Transfer Notice) the Proposing Transferor's desire to Transfer his Shares.
  - 7.3.2 the number and class of Transfer Shares.
  - 7.3.3 the price at which the Proposing Transferor wishes to sell the Transfer Shares.
  - 7.3.4 and if any Person has offered to purchase the Transfer Shares at such price, his identity
- 7.4 The Company (by its Directors) will act as the agent of the Proposing Transferor for the Transfer of the Transfer Shares at the Transfer Price either:-
- 7.4.1 to any Remaining Shareholders (pursuant to this Article 7), or failing which
  - 7.4.2 to the Company (pursuant to Article 8) or failing which
  - 7.4.3 to any Person approved by the Directors pursuant to Article 7.14.
- 7.5 The Directors will send out to all Remaining Shareholders (other than the Proposing Transferor) the Directors' Notice within 14 Business Days of the receipt of a Transfer Notice. A Transfer Notice may not be revoked by the Proposing Transferor without the prior consent of the Remaining Shareholders. The Directors' Notice will contain all the information set out in the Transfer Notice together with such other information as the Directors consider relevant to enable each Remaining Shareholder to make a reasoned assessment as to whether he is interested in purchasing any Transfer Shares. The Directors' Notice will also contain a mechanism permitting the Remaining Shareholders to indicate whether they agree to the proposed Transfer Price
- 7.6 Subject as provide in these Articles the Transfer Shares will be offered for purchase at the Transfer Price. In the event of agreement in writing between the Proposing Transferor and the Remaining Shareholders, or the Directors (as applicable), the

Transfer Price shall be the price specified in the Transfer Notice by the Proposing Transferor. However, if no such agreement as to the Transfer Price between the Proposing Transferor and the Remaining Shareholders or the Directors (as applicable) is forthcoming (whether by reason of disagreement, absence or otherwise) within 21 Business Days of the service of the Directors' Notice pursuant to Article 7.5, the Transfer Price will be determined by the Auditors in accordance with the provision of Article 7.7.

7.7

- 7.7.1 If the Transfer Price is to be determined by the Auditors, then they will certify in writing the sum which in their opinion represents the Transfer Price. The Company will use all reasonable endeavours to procure that the Auditors determine the Transfer Price with all due speed (and in any event within 28 Business Days of being requested so to do).
- 7.7.2 In certifying the Transfer Price, the Auditors will act as experts and not as arbitrators and accordingly any provisions of law or statute relating to arbitration will not apply to their determination.
- 7.7.3 Within 14 days of receipt of the certificate of Transfer Price from the Auditors, the Company will by notice in writing inform the Proposing Transferor and the Remaining Shareholders of the Transfer Price.
- 7.7.4 The cost of the Auditors' certificate of Transfer Price will be apportioned among the Proposing Transferor, the Company and the Remaining Shareholders as the Auditors in their absolute discretion decide.

- 7.8 If the Transfer Price is determined by written agreement, then the Determination Date shall be the date on which such agreement is made. If the determination of the Transfer Price is referred to the Auditors, the Determination Date shall be the date upon which the Directors receive the Auditors' certificate of the Transfer Price.

7.9

- 7.9.1 The Transfer Shares will first be offered to the Remaining Shareholders who at the date of offer are registered as the respective holders of Shares of the same class as the Transfer Shares, in proportion to the number of Shares of that class then held by them respectively, by the Directors within 14 Business Days of the Determination Date, by the Offer Notice.
- 7.9.2 The Offer Notice must:
  - 7.9.1 state the Transfer Price,
  - 7.9.2 state the time within which the offer may be accepted, being not less than 14 Business Days nor more than 30 Business Days from the date of the Offer Notice;
  - 7.9.3 the number of Transfer Shares offered to that Shareholder ("Pro Rata Entitlement");

The Offer Notice shall be accompanied by a form of application for use by the recipient Shareholder in applying for his Pro Rata Entitlement, and if he wishes to purchase Shares in excess of that entitlement, if any such excess Shares are available ("Excess").

For the purpose of this Article, an offer will be deemed to be accepted on the date upon which acceptance is received by the Company at its registered office on the form provided with the Offer Notice.

7.10 Upon the expiry of the period stipulated in the Offer Notice, the Directors shall allocate the Transfer Shares in the following manner

7.10.1 to each Shareholder who has agreed to purchase Shares, his Pro Rata Entitlement or such lesser number of Transfer Shares for which he may have applied,

7.10.2 if any Shareholder has applied for less than his Pro Rata Entitlement, the Excess shall be allocated to the Shareholders who have applied for any part of such Excess in proportion to the number of Shares then held by them respectively (but without allocating to any Remaining Shareholder a greater number of Transfer Shares than the maximum number applied for by him) Any remaining Excess shall be apportioned by applying this Article 7 10 2 after discounting any Remaining Shareholder whose application has already been satisfied in full

7.11 If and to the extent that the Transfer Shares are not accepted by Shareholders holding Shares of the same class as the Transfer Shares within the time limits for acceptance set out in the Offer Notice or if there are no other holders of Shares of that class, the Directors shall (in the former case within 7 Business days of the expiration of the time limit set out in the Offer Notice) and in the latter case immediately) offer the Transfer Shares (or so many as have not already been accepted pursuant to Article 7 10 1) to the Shareholders generally and the provisions of Articles 7 9 1 and 7 9 2 apply similarly to such offer

7.12 If by the foregoing procedures, to the extent that the Transfer Shares are not accepted by the Remaining Shareholders within the time limits for acceptance, the Directors shall offer the Transfer Shares or as many thereof as have not been accepted, (as the case may be) to the Company pursuant to Article 8

7.13 If any of the Transfer Shares shall not be capable of being offered or allocated without involving fractions, the same shall be offered to or allocated amongst the Remaining Shareholders, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the Directors shall think fit

7.14 If by the foregoing procedure the Directors do not receive acceptances from the Remaining Shareholders, or from the Company (or its nominee) in respect of all the Transfer Shares within the period of 80 Business Days from the date of the Offer Notice, they will immediately give notice in writing of that fact to the Proposing Transferor. Subject as provided below, the Proposing Transferor may within a period of 3 months after the date of the Offer Notice, Transfer all (but not some only) of the unallocated Transfer Shares to any Person at any price which is not less than the Transfer Price, provided that any such Transfer will be subject to Company and the Remaining Shareholders consenting to such a Person becoming a Shareholder



- 7.15 If any Person agrees to purchase Transfer Shares within the time periods stipulated in Articles 7.9 and 7.14, ("Purchaser") the Directors will immediately give notice in writing as mentioned below to the Proposing Transferor and to the Purchaser. The Proposing Transferor will thereupon become bound, upon payment of the Transfer Price to him in accordance with Article 10, to transfer to the Purchaser those Transfer Shares accepted by him. Every such notice will state the name and address of the Purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the Directors for the completion of the purchase.

## **8. PURCHASE OF SHARES BY COMPANY**

- 8.1 In the event of a Transfer Notice being served the Transfer Shares must first be offered to the Remaining Shareholders of the same class of Share as the Transfer Shares, in accordance with Article 7.9 or Article 7.10. If, however, those Remaining Shareholders do not agree to purchase all the Transfer Shares (within the time stipulated in the Offer Notice) then the Directors shall offer the Transfer Shares to the Company at the Transfer Price certified under Article 7.7.
- 8.2 Provided that the Auditors certify that the Company can purchase the Transfer Shares in accordance with the Act, the Company may purchase the Transfer Shares at the Transfer Price, or may nominate a Purchaser of the Transfer Shares at the Transfer Price, and if the Company (or its nominated Purchaser) wishes so to do, it must give notice of its intention to the Proposing Transferor within 28 days of the date of the offer from the Directors pursuant to Article 8.1.
- 8.3 If the Company is to purchase any Transfer Shares in accordance with Article 8.2, the Remaining Shareholders and the Proposing Transferor will take all appropriate steps to facilitate purchase of the Transfer Shares by the Company.
- 8.4 If the Auditors certify that the Company is unable to purchase the Transfer Shares, or the Company declines to purchase the Transfer Shares within the period specified in Article 7.1, then the Transfer Shares shall be available for Transfer in accordance with Article 7.14.

## **9 PAYMENT FOR SHARES**

- 9.1 In the case of any sale of Shares to the Company, the Transfer Price for the Shares will be payable immediately on the execution of the transfer form for the Transfer Shares, and the Completion Date shall be the execution of the appropriate stock transfer form.
- 9.2 In the event of the Transfer Shares being purchased by the Purchaser other than the Company, then the Completion Date and the period of payment of the Transfer Price shall be such as the Proposing Transferor and the Purchaser may agree.
- 9.3 On the Completion Date, the Proposing Transferor shall deliver to the Purchaser a duly executed stock transfer form in respect of the Transfer Shares in favour of the Purchaser.
- 9.4 The Transfer Shares shall be deemed to be sold by the Proposing Transferor as beneficial owner with full title guarantee with effect from the Completion Date, free from any Security and with all rights attached thereto.

- 9.5 If a Proposing Transferor has become committed to Transfer any Transfer Shares pursuant to Article 7.15, he must comply with the requirements set out above. If he fails so to do, the Directors may authorize some Person (who will be deemed to be the attorney of the Proposing Transferor for the purpose) to execute the necessary stock transfer form of such Transfer Shares. That Person may deliver it on his behalf, and the Company may receive the purchase money and will thereupon (subject to such stock transfer form being duly stamped) cause the transferee to be registered as the holder of such Transfer Shares. The Company will hold such purchase money on behalf of the Proposing Transferor. The Company will not be bound to earn or pay interest on any money so held, and will not pay such money to the Proposing Transferor until he has delivered his share certificates (or an appropriate indemnity for any lost certificates) to the Company. The receipt of the Company for such purchase money will be a good discharge for the transferee, who will not be bound to see the application of such money, and after the name of the transferee has been entered in purported exercise of the power set out above, the validity of the proceedings will not be questioned by any Person

**10. PERMITTED TRANSFERS**

- 10.1 Any Shareholder may at any time Transfer any or all of his Shares to any Person with the prior written consent of the other Shareholders
- 10.2 A Transfer of any Share pursuant to this Article 10.2 shall only be treated as a permitted Transfer for the purposes of these Articles if it is a Transfer of the entire legal and beneficial interest in such Share free from any Security