

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
RESOLUTION(S) IN WRITING

of

HC RECRUITMENT LIMITED (the "Company")

("Company")

Passed the 10th day of FEBRUARY 2016

By a written resolution agreed to in accordance with Chapter 2 of Part 13 of the Companies Act 2006 ("2006 Act") by or on behalf of the required number of the members of the Company who, at the date of circulating the resolutions, were entitled to vote on the resolutions the following resolutions of the Company were duly passed

SPECIAL RESOLUTION

- 1 THAT the articles of association in the form attached to these written resolutions be and are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of all existing articles of association of the Company
- 2 THAT the Company, in good faith and for the purpose of carrying on its business, enter into the arrangements (the "**Transaction**") to be effected under or pursuant to the documents listed below and perform its obligations and exercise its rights in relation to the Transaction
 - i a debenture to be made by the Company in favour of FCAP Three Limited (the "**Debenture**"), and
 - ii a cross guarantee in favour of FCAP Three Limited in support of certain liabilities of the Company and its subsidiaries, including, without limitation, the liabilities and obligations of System Group Limited ("**SGL**") and Assist Recruitment UK Limited ("**ARUK**") pursuant to terms of a secured working capital facility agreement to be entered into between (1) FCAP Three Limited (as lender) and (2) SGL and ARUK (as borrowers) and the liabilities and obligations of FCAP 2015 Limited pursuant to the terms of a working capital facility agreement to be entered into between (1) FCAP Three Limited (as lender) and (2) FCAP 2015 Limited (as borrower), such cross guarantee to be entered into between, inter alios, (1) the Company and (2) FCAP Three Limited (the "**Cross Guarantee**")
- 3 THAT the directors be authorised to pass and to implement such resolutions as they think fit in connection with the Company's entry into the Transaction and the performance of its obligations and the exercise of its rights in relation to the Transaction, including as regards approval and execution and delivery of the Debenture and Cross Guarantee
- 4 THAT the actual or possible conflicts of interest of the directors of the Company detailed in the table below are hereby authorised and any action by any of them which would or otherwise might have been an infringement of a director's duty under section 175 of the Companies Act 2006 by virtue of the nature of each actual or possible conflict of interest detailed in the table below be and are hereby authorised and that such directors be permitted to vote on any resolution and be counted in the quorum present at any meeting in relation to these conflicts

Name of Director	Details of Possible Conflict
Gold Round Limited	Director of Bridgewater Human Capital Group Limited, Assist Resourcing Group Limited, System Group Limited, Assist Recruitment UK Limited, Assist Education Resourcing Limited, Zebra Accounting Solutions Limited, Partizan Outsourcing Limited, Flexible Staffing Hull Limited, Piccadilly Workforce

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Limited, Templo Recruitment Services Limited, FCAP Three Limited, HC Recruitment Limited and Zebra Accounting Limited

The sole shareholder of Gold Round Limited is Rcapital Nominees Limited

The sole director of Gold Round Limited is Jamie Christopher Constable ("**JCC**")

JCC and Peter Martin Ward are shareholders of Rcapital Nominees Limited

JCC is indirectly interested in RJP Secretaries Limited RJP Secretaries Limited is a company secretary of the Company and Gold Round Limited

FCAP Three Limited is to provide a secured working capital loan facility to System Group Limited ("**SGL**") and Assist Recruitment UK Limited ("**ARUK**") pursuant to a working capital facility agreement under which SGL will draw down certain monies which it will use to repay the debt owed by it to certain Sellers The undrawn amount of the above facility will be drawn down by SGL and ARUK as and when required to fund their respective working capital requirements

FCAP Three Limited is also to provide a secured working capital loan facility of up to £80,000 to FCAP 2015 Limited pursuant to a working capital facility agreement under which FCAP 2015 Limited will draw down to fund its proposed acquisition of the business and certain assets of Assist Recruitment Limited once such company has been placed into administration

As part of the loan arrangements, the Company will enter into a debenture and cross guarantee in favour FCAP Three Limited Gold Round Limited is a director of FCAP Three Limited and FCAP 2015 Limited

Rcapital Nominees Limited is the sole shareholder of FCAP Three Limited, FCAP 2015 Limited and FCAP Eight Limited

FCAP Eight Limited will also the acquire the debt owed by each of the BHCG ARUK and Assist Recruitment Limited to Lloyds Bank plc

It is proposed that Matthew Cullen and Nick Hall ("**Lender**") will assign certain security and debts to FCAP Eight Limited ("**Assignee**") for value of £800,000 and conditional upon the Lender granting certain restrictive covenants in favour of the Assignee and other beneficiaries, including

(a) £500,000 debt due and owing by Assist Resourcing Group Limited to the Lender pursuant to the terms of a facility agreement dated 22 August 2014 ("**Facility Debt**"), and

(b) the outstanding sums due and owing by BHCG to the Lender in respect of deferred consideration, in the sum of approximately £1,747,500, under a share acquisition agreement dated 22 August 2014 originally entered into between (1) David Kenneth Dargan and various continuing

	<p>shareholders, (2) the Lenders, and (3) Bridgewater Human Capital Group Limited ("Deferred Consideration Debt")</p> <p>Both the Facility Debt and the Deferred Consideration Debt are secured by a cross guarantee and debenture structure from both of Bridgewater Human Capital Group Limited and Assist Resourcing Group Limited which will also be assigned to the Lender</p> <p>Accordingly Gold Round Limited is directly and indirectly interested in the business of the meeting</p>
Gareth Williams	<p>Director of Assist Recruitment UK Limited, Partizan Outsourcing Limited, Zebra Accounting Solution Limited, Flexible Staffing Hull Limited, Assist Education Resourcing Limited, Piccadilly Workforce Limited, Templo Recruitment Services Limited, HC Recruitment Limited and Zebra Accounting Limited</p>
David Kenneth Dargan	<p>In respect of</p> <p>(vii) Assist Solutions Group Limited (company number 09727086) (FM HOLDING COMPANY - Contains various trading entities)</p> <ul style="list-style-type: none"> i) Shareholder and Director of the group ii) Attend 1 board meeting monthly held at the Matchworks (approx 3 hours) iii) Available on the phone for queries and support iv) The business is mainly self sufficient <p>(viii) Mice Concierge Limited (company number 08121988) / Fresh Reservations Limited (company number 07093420)</p> <ul style="list-style-type: none"> i) Investor (6% of equity) in hotel booking platform and corporate accommodation management business ii) Attend shareholder meeting 1 evening per year <p>(ix) Pay Cloud Limited (company number 04885124)</p> <ul style="list-style-type: none"> i) Payroll outsourcing business ii) Investor / shareholder with Cowgill Holloway LLP (company number OC316195) iii) Attend meeting 1 evening each month iv) MD has telephone access to me for queries / advice <p>(x) Sweet Software Limited (company number 07968769)</p> <ul style="list-style-type: none"> i) Investor - Licensing software ii) No time commitments with this investment <p>(xi) Cloudsauces Limited (company number 08659121)</p>

	i)	Microsoft Partner and Cloud based solutions provider
	ii)	Shareholder and Director
	iii)	No time commitments to this business, business doesn't currently trade and I am disposing of my shares to another partner within the next 12 weeks
	(xii)	TWR Resourcing Limited (company number 09739986)
	i)	Shareholder - No time commitments

Signed

Director/Secretary

Dated 10 FEBRUARY 2016

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HC RECRUITMENT LIMITED

ARTICLES OF ASSOCIATION

Adopted on 10th 2016
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5 Great College Street
Westminster
London SW1P 3SJ
www.rlb-law.com

Tel +44 (0)20 7222 7040
Fax +44 (0)20 7222 6208
LDE 113
info@rlb-law.com

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ARTICLES OF ASSOCIATION
OF
HC RECRUITMENT LIMITED
(the "Company")

(Adopted by a special resolution passed on 10th FEBRUARY 2016)

1. ADOPTION OF MODEL ARTICLES

- 1 1 The Model Articles (as defined at Article 2 1) shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with these Articles
- 1 2 Model Articles 8 (*Unanimous decisions*), 11(2) and (3) (*Quorum for directors' meetings*), 13 (*Casting vote*), 14 (*Conflicts of interest*), 52 (*Indemnity*) and 53 (*Insurance*) shall not apply to the Company
- 1 3 Model Article 7 (*Directors to take decisions collectively*) shall be amended by
- 1 3 1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a), and
- 1 3 2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 4 In Model Article 8(2) (*Unanimous decisions*), the words "copies of which have been signed by each eligible director" shall be deleted and replaced with the words "of which each Eligible Director has signed one or more copies"
- 1 5 Model Article 20 (*Directors' expenses*) shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur"
- 1 6 Model Article 27(3) (*Transmission of shares*) shall be amended by the insertion of the words ", subject to article 17(2)," after the word "But"
- 1 7 Model Article 29 (*Transmittees bound by prior notices*) shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"
- 1 8 In Model Article 30(4), the words "the terms on which shares are issued" shall be deleted and replaced with "the rights attached to any shares"
- 1 9 In Model Article 32(a), the words "the terms on which the share was issued" shall be deleted and replaced with "the rights attached to the share"
- 1 10 Model Article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Model Article

2 DEFINITIONS AND INTERPRETATION

2 1 The definitions and interpretation provisions set out in this Article 2 apply in these Articles

Act: the Companies Act 2006

Articles: the Company's articles of association for the time being in force

Board: the board of Directors or the Directors present at a duly convened meeting of Directors in which a quorum is present and acting by resolution duly passed at such a meeting of the Directors or otherwise permitted by these Articles

Control has the meaning prescribed by section 1124 of the Corporation Taxes Act 2010 and **Controlled** shall be interpreted accordingly

Directors: the directors of the Company for the time being, including any directors appointed pursuant to Article 8 2

Eligible Director: a Director who would be entitled to vote on the matter at a meeting of the Board (but excluding any Director whose vote is not to be counted in respect of the particular matter)

Group. the Company, any subsidiary of the Company, any company of which the Company is a subsidiary (its holding company) and any other subsidiaries of any such holding company, in each case for the time being, and "**member of the Group**" shall mean any of them

Model Articles. the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that article of the Model Articles

Principal Director: the director designated from time to time to hold such position pursuant to Article 8 6

Principal Shareholder: the registered holder of all of the issued shares in the capital of the Company or the holding company (as defined at Article 2 2 1) of the Company The Principal Shareholder as at the date of adoption of these Articles is Assist Resourcing Group Limited (company number 07754240)

Relevant Loss: any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to any member of the Group, or any pension fund or employees' share scheme of any member of the Group

Relevant Officer. has the meaning prescribed in Article 16 1

2 2 In these Articles

2 2 1 reference to holding company and subsidiary mean a "holding company" and "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee,

2 2 2 in the case of a limited liability partnership which is a subsidiary of a

company or another limited liability partnership, section 1159 of the Act shall be amended so that

(a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership, and

(b) the references in section 1159(1)(b) of the Act to the right to appoint or remove a majority of its board of directors is to the right to appoint and remove members holding a majority of the voting rights,

2 2 3 words and phrases defined in the Act bear the meanings given to them in the Act unless given a different meaning in these Articles,

2 2 4 use of the singular is deemed to include the plural, use of any gender is deemed to include every gender and any reference to a person is deemed to include a body corporate, a corporation, a partnership, an unincorporated association and other body or entity, and (in each case) vice versa,

2 2 5 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted This Article 2 2 5 shall not apply to the definition of "Model Articles" in Article 2 1,

2 2 6 in relation to any shareholder, references to any English legal term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency, official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England where that shareholder is domiciled, resident, incorporated or carries on business be deemed to include what most approximates in that jurisdiction to the English legal term concerned, and

2 2 7 the headings shall not affect the construction or interpretation

3 QUORUM AND VOTING RIGHTS AT GENERAL MEETINGS

3 1 Without limiting the power of the Board under section 302 of the Act, a Principal Director may, acting alone, call a general meeting of the Company

3 2 No business shall be transacted at any general meeting of the Company (including any adjourned general meeting) unless a quorum is present at the commencement of the meeting and also when that business is voted on

3 3 Where the Company only has one shareholder for the time being, one qualifying person (as defined in section 318 of the Act) present at the meeting shall be a quorum In any other case, the quorum shall be

3 3 1 a Principal Shareholder present in person, by proxy or by authorised representation, or

3 3 2 if the Company does not have a Principal Shareholder for the time being, any two shareholders present in person, by proxy or by authorised representative

Model Article 38 (*Quorum for general meetings*) shall be amended accordingly

- 3 4 The Principal Shareholder shall have, in aggregate, such number of votes at all meetings of the shareholders as shall establish as between the Principal Shareholder and all other shareholders (if any) a majority in the Principal Shareholder's favour on any and all resolutions proposed at any such meeting

4. NEW ISSUES OF SHARES

The Directors shall not exercise any power of the Company to allot shares or other securities in, or to grant rights to subscribe for, or convert into, shares or other securities of, the Company without the prior written consent of the Principal Shareholder. Without limitation, the powers of the Directors under section 550 of the Act are limited accordingly

5. TRANSFER OF SHARES

- 5 1 Notwithstanding anything contained in these Articles, the Directors shall not decline to register any transfer of shares, whether or not fully paid, nor may they suspend registration thereof where such transfer

5 1 1 is to any bank or institution or provider of finance to which such shares have been mortgaged or charged by way of security (whether as lender, or agent and trustee for a group of banks or institutions or providers of finance or otherwise) or to any nominee of such a bank or institution or provider of finance (a **Secured Institution**), or

5 1 2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or

5 1 3 is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security, or

5 1 4 is executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security

- 5 2 Furthermore, notwithstanding anything to the contrary contained in these Articles

5 2 1 no transferor or proposed transferor of any shares in the Company to a Secured Institution and no Secured Institution shall as transferor or proposed transferor be required to offer to the shareholders for the time being of the Company or any of them the shares which are not to be transferred,

5 2 2 no shareholder for the time being of the Company shall have any right under the Articles or otherwise howsoever to require shares which are the subject of a transfer or proposed transfer referred to in Article 5 2 1 above to be transferred to them whether for consideration or not, and

5 2 3 Model Article 26(5) shall be modified accordingly

- 5 3 Furthermore the Company shall have no lien on any shares, which have been charged by way of security to a Secured Institution and the relevant provision of the Model Articles dealing with the matters set out in Regulation 11 of 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-F (Amendment) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000) relating to liens over shares shall not apply in respect of any such shares

6. ARTICLE A

- 6 1 Notwithstanding anything contained in these Articles, the Directors must not decline

to register any transfer of shares in the Company and must not suspend any registration thereof, where such transfer is

- 6 1 1 to a Secured Institution, or to any nominee of such Secured Institution, pursuant to any such security,
- 6 1 2 delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over shares,
- 6 1 3 executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security, or
- 6 1 4 executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security,

and furthermore, notwithstanding anything to the contrary in these Articles

- (a) no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or to its nominee,
- (b) no Secured Institution or its nominee, and
- (c) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee,

shall be required to provide any written notice to the Company or to offer the shares which are to be the subject of any such transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these Articles or otherwise to require such shares to be transferred to them whether for consideration or not

- 6 2 Furthermore the Company shall have no lien on any shares, which have been charged by way of security to a Secured Institution and the relevant provision of the Model Articles dealing with the matters set out in Regulation 11 of 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-F (Amendment) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000) relating to liens over shares shall not apply in respect of any such shares

7 DIRECTORS GENERAL AUTHORITY

Any or all powers of the directors (or any of them) shall be restricted in such respects, to such extent and for such duration as a Principal Shareholder may from time to time by notice in writing to the Company prescribe

8 APPOINTMENT AND RETIREMENT OF DIRECTORS

- 8 1 Unless otherwise determined by ordinary resolution, the minimum number of Directors shall be one
- 8 2 The Principal Shareholder shall have the right from time to time and at any time to appoint any person or persons as a Director or Directors and to remove such persons so appointed from office Any such appointment or removal shall be effected by an instrument in writing signed by an authorised signatory on the Principal Shareholder's behalf and shall take effect when delivered to the registered office of the Company or to the secretary of the Company or when produced at a meeting of the Directors
- 8 3 Model Article 18 shall be amended by the inclusion of the words "notification of the

director's removal is received by the Company from the Principal Shareholder pursuant to Article 8 1" as a new paragraph (g) at the end of that Model Article

- 8 4 Upon written request by the Principal Shareholder, the Company shall procure that any person so nominated by the Principal Shareholder is forthwith appointed as a director of any other member of the Group as shall be indicated in such request. The Company shall remove such person so appointed upon a written request to such effect from the Principal Shareholder
- 8 5 Every Principal Director appointed pursuant to Article 8 2 shall hold office until he is either removed in the manner provided by Article 8 2 or dies or vacates office pursuant to Model Article 18 (*Termination of director's appointment*)
- 8 6 The Principal Shareholder shall have the right at any time and from time to time, by instrument in writing delivered to the Company or to the secretary of the Company or produced at a meeting of the Directors to
- 8 6 1 designate any Director appointed by it pursuant to Article 8 2 as being the Director who shall constitute the Principal Director, and
- 8 6 2 to remove such designation (whether or not in conjunction with the designation of an alternative Director to such position)
- 8 7 The Directors may, with the consent of the Principal Director (or if no person shall have been designated to hold such position, with the consent of the Principal Shareholder) appoint any person as chairperson of the Board. The chairperson shall not have a casting vote
- 8 8 If the Principal Director is appointed chairperson of the Board, such Principal Director shall (subject to Article 13 (*Voting Rights of Directors*)) be entitled to exercise the enhanced voting rights set out in Article 13 1 2; however, the Principal Director shall not be entitled to a casting vote in respect of his role of chairperson
- 8 9 If the chairperson for the time being is unable to attend any meeting of the Board, the Principal Director (or if no person shall have been designated to hold such position, the Principal Shareholder) shall be entitled to appoint a Director previously nominated pursuant to Article 7 2 to act as chairperson at the meeting
- 8 10 In addition to the power to nominate a Director pursuant to Article 8 2, the Principal Shareholder shall from time to time have the right to nominate one person to be an observer, who shall be entitled to receive notice of all meetings of Directors and of all directors meetings of other companies in the Group together with copies of all board papers as if he were a Director or a director of each such member of the Group and to attend, propose resolutions and speak at, but not vote at, any meeting of the Directors and any meeting of the directors of each member of the Group
- 8 11 Any person holding office as a Director (other than a director nominated pursuant to Article 8 2) who is at any time an employee of or consultant (whether in his own right or as a named individual providing consultancy services through a service entity) to the Company or of any member of the Group shall automatically vacate such office if
- 8 11 1 he ceases (for whatever reason) to be an employee of or a consultant (whether in his own right or as a named individual providing consultancy services through a service entity) to the Company or of any member of the Group, or
- 8 11 2 his employer or principal ceases to be a member of the Group (whether or not he ceases to be its employee or consultant (whether in his own right or as a named individual providing consultancy services through a service

entity)

unless in conjunction with such cessation, such person is otherwise appointed as or continues to be an employee of or consultant (whether in his own right or as a named individual providing consultancy services through a service entity) to, the Company or of another continuing member of the Group

9. PROCEEDINGS OF DIRECTORS

9 1 Decisions of the Directors may be taken

9 1 1 at a Directors' meeting, or

9 1 2 in the form of a Directors' written resolution

9 2 Any Director may propose a Directors' written resolution. A Directors' written resolution is proposed by giving notice of the proposed resolution to the Directors

9 3 Notice of a proposed Directors' written resolution must be given to each Director and must indicate

9 3 1 the proposed resolution, and

9 3 2 the time by which it is proposed that the Directors should adopt it

9 4 A proposed Directors' written resolution is adopted without need for a meeting of the Directors, when each Director who would be entitled to vote on the matter at a meeting of Directors has signed one or more copies of it or otherwise has responded in writing in a manner which clearly identifies the proposed written resolution to which such response is given, confirming agreement to such Directors' written resolution

9 5 It is immaterial whether any Director signs the resolution before or after the time by which the notice proposed that it should be adopted

9 6 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting properly called and quorate in accordance with the Articles

9 7 No business of the Company shall be transacted at a meeting of the Board unless not less than 24 hours notice of the meeting has been given to each of the Directors

9 8 Subject to Article 13 (*Voting Rights of Directors*), questions arising at a meeting of the Board shall be decided by a majority of votes

9 9 Proceedings of committees of the Board shall be conducted in accordance with the regulations prescribed by the Board (if any). Subject to those regulations, such proceedings shall be conducted in accordance with applicable provisions regulating the proceedings of the Board. Where the Board resolves to delegate any of its powers, authorities and discretions to a committee and such resolution states that the committee shall consist of any one or more Directors, it shall not be necessary to give notice of a meeting of such committee to any Directors other than the Director or Directors who form the committee

9 10 All acts done in good faith by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director, an alternate director or a committee member shall, notwithstanding that it may be discovered afterwards that there was a defect in the appointment of any person so acting or that any of them were

disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director, alternate director or committee member and entitled to vote

9 11 Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the 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. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group that is larger than any other group, where the chairperson then is

9 12 Save with the consent of a Principal Director the Board shall not delegate any of its powers to a committee

10. DIRECTORS' ARRANGMENTS AND TRANSACTIONAL INTERESTS

10 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

10 1 1 may be a party to, or otherwise interested in, any transaction or arrangement (whether proposed or otherwise) with the Company or in which the Company is otherwise (directly or indirectly) interested,

10 1 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,

10 1 3 shall be entitled to count in the quorum and vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,

10 1 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,

10 1 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

10 1 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

10 2 The provisions of Article 10 1 1 to 10 1 5 (inclusive) are subject, where applicable, to any terms and conditions imposed by the Directors in accordance with Article 11 3. Nothing within this Article 10 2 shall limit the rights of the Principal Director(s)

under Article 11 (*Authorisation of Directors' Conflicts of Interest*)

11. AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST

- 11 1 The Directors may, in accordance with the requirements set out in this Article 11, authorise (an **Authorisation**) any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)
- 11 2 Any Authorisation under Article 11 will be effective only if
- 11 2 1 the matter in question shall have been proposed by a Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or otherwise in such alternative manner as the Directors may determine,
- 11 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- 11 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 11 3 Any Authorisation of a Conflict under Article 11 may (whether at the time of giving the authorisation or subsequently)
- 11 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 11 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict. This Article 11 3 1 shall not apply in the case of the Principal Director,
- 11 3 3 subject to Article 11 4 and without limiting the rights of the Principal Director in Article 11 7, impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Principal Director thinks fit,
- 11 3 4 without prejudice to Article 11 8, provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence
- 11 4 Where it is the intention of the Directors to impose a condition on the Principal Director pursuant to Article 11 3, such condition shall firstly be approved in writing by the Principal Shareholder acting at the Principal Shareholder's absolute discretion. Failure to obtain such approval shall invalidate any condition and shall give to the Principal Shareholder the right (but not obligation) to specify in writing an alternative condition
- 11 5 The Directors may revoke or vary such Authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such Authorisation
- 11 6 It is recognised that

11 6 1 the Principal Director may have shareholder(s) and/or members and/or officer(s) and/or employees and/or consultants, and/or

11 6 2 the persons set out in Article 11 6 1 may have connected persons (within the meaning of section 252 of the Act),

in each case who

(a) are employees, consultants, directors, members, representatives, partners or other officers of other members of the Group, a shareholder and/or an affiliate of such entities (each an **Associated Entity** and together **Associated Entities**),

(b) may be taken to have, through previous or existing dealings, a commercial relationship with one or more Associated Entities,

(c) may be directors and/or officers of, or are employed by, or otherwise involved in the business of other entities in which one or more Associated Entities has or may have an interest from time to time,

(d) may be directors and/or officers of, and/or be employed by, or otherwise involved in the business of other entities who may from time to time provide to any member of the Group loans, funding or other forms of finance whether secured or unsecured,

11 6 3 the Principal Director may be an employee, consultant, director, member, representative, partner or other officer of one or more Associated Entities,

11 6 4 may be taken to have, through previous or existing dealings, a commercial relationship with one or more Associated Entities,

11 6 5 the Principal Director may be a director or other officer of, or be employed by, or otherwise involved in the business of other entities in which one or more Associated Entities has or may have an interest from time to time,

11 6 6 the Principal Director may be a director or other officer of, or be employed by, or otherwise involved in the business of other entities who may from time to time provide to any member of the Group loans, funding or other forms of finance whether secured or unsecured, and

11 6 7 the Principal Director shall not, by reason of his office, be accountable to the Company for any benefit (whether direct or indirect) which he derives or which may be derived by any of the persons set out at Article 11 6 1 from any such other directorship, membership, office, employment, relationship or involvement with any such Associated Entity or with any entity referred to in Articles 11 6 4 and/or 11 6 5

and he shall not be in breach of the duties he owes to the Company as a result of any Conflict which arises from the relationships contemplated by this Article, including, but not limited to, proposals for financing or otherwise promoting the business of (whether in competition with any other member of the Group or not) any such other entity Accordingly, no further Authorisation under Article 11 1 shall be necessary in respect of any such interest

11 7 In circumstances where there exists a Conflict in respect of the Principal Director and notwithstanding any other provision of these Articles, the Principal Director affected shall

11 7 1 be entitled to receive any papers or other documents in relation to, or concerning, matters to which the Conflict relates,

- 11 7 2 not be excluded from those parts of meetings of the Directors or meetings of a committee of the Directors at which matters to which the Conflict relates are discussed
- 11 8 Any information the Principal Director obtains, other than in his capacity as a Director or employee of the Company, which is confidential in relation to an entity referred to in Article 11 6, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence
- 11 9 A Director, notwithstanding his office, may be a partner, director (or because of the fiduciary relationship established by reason of being a Director) or other officer of, employed or engaged by, or otherwise interested (including by the holding of shares in) in his appointor(s) and/or any member of the Group and no further Authorisation under Article 11 1 shall be necessary in respect of any such interest
- 11 10 The Principal Director shall be entitled from time to time to disclose to his appointor(s) such information concerning the business and affairs of the Company as he shall at his discretion see fit
- 11 11 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with or is otherwise authorised by these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

12 QUORUM FOR DIRECTORS MEETINGS

- 12 1 Subject to Article 12 3, the quorum at any meeting of the Board (including adjourned meetings) shall be at least the Principal Director (or his duly appointed alternate) Model Article 11 (*Quorum for directors' meetings*) shall be amended accordingly
- 12 2 No business shall be conducted at any meeting of the Board unless a quorum is present at the beginning of the meeting and also when that business is voted on
- 12 3 For the purposes of any meeting (or part of a meeting) of the Board
- 12 3 1 held pursuant to Article 11 (*Authorisation of Directors' Conflicts of Interest*) to authorise a Conflict of the Principal Director, or
- 12 3 2 at which the Principal Director is not permitted to vote on any resolution in accordance with Article 11 3 as a result of his or its own Conflict,
- the quorum for such meeting (or part of a meeting) shall be one Eligible Director

13. VOTING RIGHTS OF DIRECTORS

- 13 1 Subject to Article 13 2, at a meeting of the Board (including adjourned meetings)
- 13 1 1 every Eligible Director shall (subject to Article 13 1 1) have one vote upon each resolution proposed, and
- 13 1 2 the Principal Director shall (exercisable at the Principal Director's discretion) have the right to elect to exercise an enhanced vote Where such right is exercised the Principal Director shall have in aggregate such number of votes upon each resolution in respect of which he shall exercise such enhanced voting right, such number of votes as shall establish as between the Principal Director and the other Eligible Directors a majority in

the Principal Director's favour

- 13 2 At any meeting (or part of a meeting) of the Board held pursuant to Article 11 (*Authorisation of Directors' Conflicts of Interest*) to authorise a Conflict in respect of any Director, including (but not limited to) the Principal Director, such conflicted Director shall not be entitled to vote on any resolution which shall propose an Authorisation of his or its own Conflict in accordance with Article 11 2

14. ALTERNATE DIRECTORS

- 14 1 Any Director (other than an alternate Director) (the **appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to

14 1 1 exercise that Director's powers, and

14 1 2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor. In these Articles, where the context so permits, the term "**Principal Director**" shall include any alternate director appointed by such Principal Director

- 14 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors

- 14 3 The notice must

14 3 1 identify the proposed alternate, and

14 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice

- 14 4 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor. An alternate director who is acting as alternate director to more than one director shall be entitled to one vote for each director for which he is acting as alternate

- 14 5 Except as the Articles specify otherwise, alternate directors

14 5 1 are deemed for all purposes to be Directors,

14 5 2 are liable for their own acts and omissions,

14 5 3 are subject to the same restrictions as their appointors, and

14 5 4 are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of directors of which his appointor is a member

- 14 6 A person who is an alternate director (as opposed to a pre-existing Director)

14 6 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating) but shall only count once in the quorum if acting as alternate for more than

one Director,

14 6 2 may participate in a unanimous decision of the Directors (but only if his appointor is a Director who would be entitled to vote on the matter at a meeting of Directors in relation to that decision, but does not participate), and

14 6 3 shall not be counted as more than one Director for the purposes of articles 14 6 1 and 14 6 1

14 7 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is would be entitled to vote on the matter at a meeting of directors in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present

14 8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

14 9 An alternate director's appointment as an alternate terminates

14 9 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

14 9 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,

14 9 3 on the death of the alternate's appointor, or

14 9 4 when the alternate director's appointor's appointment as a Director terminates

15 SECRETARY

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors

16. INDEMNITY

16 1 Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled every Director, alternate director, secretary or other officer of any member of the Group (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) (excluding the Auditors, unless and to the extent that the Board determines otherwise) (each a **Relevant Officer**) shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities, incurred by him in the actual or purported execution or discharge of his duties or exercise of his powers or otherwise in relation to such duties, including (but without limitation) any liability incurred in defending any proceedings, whether criminal or civil, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of any member of the Group and in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 205 of the Act in which relief is granted to him by

any court of competent jurisdiction or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default or breach of trust in relation to any member of the Group's affairs

16 2 The Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 16 1 and otherwise may take action to enable any such Relevant Officer to avoid incurring such expenditure

16 3 This Article 16 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

17. INSURANCE

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any Relevant Loss

18. SHARE CERTIFICATES AND EVIDENCE

The Company may in any manner permitted by the applicable provisions of Part 4 of the Act execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company

19 SUBSIDIARY UNDERTAKINGS AND RESERVES

The Board shall exercise all voting and other rights or powers of control exercisable by the Company in relation to itself and its subsidiary undertaking so as to secure (but as regards its subsidiary undertakings only in so far as by the exercise of such rights or powers of control the Board can secure) that

19 1 no shares or other securities are issued or allotted by any such subsidiary and no rights are granted which might require the issue of any such shares or securities otherwise than to the Company or to one of its wholly-owned subsidiaries, and

19 2 neither the Company nor any of its subsidiaries transfers or disposes of any shares or securities of any subsidiary of the Company or any interest therein or any rights attached thereto otherwise than to the Company or one of its wholly-owned subsidiaries,

without in either case the previous consent in writing of a Principal Shareholder

20 CHANGE OF NAME

The Company may change its name by decision of the Directors provided that either

20 1 an Principal Director votes in favour of the resolution or otherwise consents to such change in writing, or

20 2 (if there is no Principal Director in office) the change is approved in advance by a Principal Shareholder, or

20 3 (if there is no Principal Director nor a Principal Shareholder) the change is approved by a special resolution of the shareholders

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