

Company number. 08166503

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

of

**SAGA LAW LTD**  
(the "Company")

Circulation Date: **23<sup>rd</sup> November 2015**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 ("the Act"), the directors of the Company propose that the following resolutions be passed as resolutions of the Company ("Resolutions")

**SPECIAL RESOLUTION**

"The approval and adoption of the Articles of Association contained in the document attached to this Resolution ("New Articles") in substitution for and to the exclusion of the existing Articles of Association of the Company be approved with immediate effect "

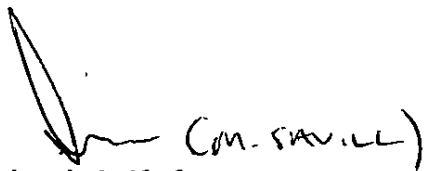
**ORDINARY RESOLUTION**

"**THAT** the 49 A Ordinary Shares of £1 00 each currently in issue in the capital of the Company be reclassified as 49 Ordinary Shares of £1 00 each and the 51 B Ordinary Shares of £1 00 each currently in issue in the capital of the Company be reclassified as 51 Ordinary Shares of £1 00 each and in each case with the rights and restrictions set out in the New Articles "

**AGREEMENT**

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

The undersigned, the person entitled to vote on the above Resolutions on **23<sup>rd</sup> November 2015** hereby irrevocably agrees to the Resolutions as indicated above



for and on behalf of  
**LYONS DAVIDSON LIMITED**

**23<sup>rd</sup> November 2015**  
Date



\*A4LVKE50\*  
A10 09/12/2015 #443  
COMPANIES HOUSE

## NOTES:

- 1 You can choose to agree to all of the Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

**By Hand** delivering the signed copy to a Director of the Company or by delivering to the registered office

**Post** returning the signed copy by post to the Directors of the Company at the registered office

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

- 2 Once you have indicated your agreement to the resolutions, you may not revoke your agreement
- 3 Unless within 28 days from the Circulation Date sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Company number: 08166503

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**

**SAGA LAW LTD**  
**(the "Company")**

(Adopted by special resolution passed on **23<sup>rd</sup> November** 2015)

**INTRODUCTION**

**1 INTERPRETATION**

1.1 The following definitions and rules of interpretation shall apply in these Articles

"Act"	the Companies Act 2006,
"Articles"	the Company's articles of association for the time being in force,
"Business Day"	a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business,
"Conflict"	a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company,
"Group"	the Company, any subsidiary or any holding company of the Company from time to time, and any subsidiary from time to time of a holding company and <b>member of the Group</b> shall mean any of them,
"holding company"	has the meaning given in Article 1.6,
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 ( <i>SI 2008/3229</i> ), 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,
"subsidiary"	has the meaning given in Article 1.7,

1.2 Unless expressly provided otherwise in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles,

subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles. The final paragraph of Model Article 1 shall not apply to the Company.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to a numbered Article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise in these Articles, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
  - 1.5.1 any subordinate legislation made under it, whether before or after the date of adoption of these Articles, and
  - 1.5.2 any amendment or re-enactment, whether before or after the date of adoption of these Articles and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

This Article 1.6 shall not apply to the definition of Model Articles in article 1.1.

- 1.6 A reference to a **holding company** or **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act [and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated 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].
- 1.7 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Model Articles 8(3), 11(2) and (3), 14(1), (2), (3) and (4), 38, 52 and 53 shall not apply to the Company.
- 1.11 Model Article 7 shall be amended by
  - 1.11.1 the insertion of the words “for the time being” at the end of Model Article 7(2)(a), and
  - 1.11.2 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”.
- 1.12 In Model Article 8(2), 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 13 Model Article 20 shall be amended by the insertion of the words “and the company secretary (if any)” before the words “properly incur”
- 1 14 In Model Article 25(2)(c), the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”
- 1 15 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 16 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 17 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

## **DIRECTORS**

### **2 QUORUM FOR DIRECTORS’ MEETINGS**

- 2 1 Subject to Article 2 2, the quorum for the transaction of business at a meeting of directors is any two eligible directors or, where there is only one director in office for the time being, that director
- 2 2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 4 to authorise a Conflict, if there is only one eligible director in office other than the Interested Director(s) (as defined in Article 4 1), the quorum for such meeting (or part of a meeting) shall be one eligible director

### **3 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 3 1 Subject to section 177(5) and (6) and section 182(5) and (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
- 3 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- 3 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 existing or proposed transaction or arrangement in which he is interested,
- 3 1 3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- 3 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,

- 3 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
- 3 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
- 3 2 The provisions of Article 3 1 1 to Article 3 1 6 (inclusive) are subject, where applicable, to any terms and conditions imposed by the directors in accordance with Article 4 3
- 4 DIRECTORS' CONFLICTS OF INTEREST**
- 4 1 The directors may, in accordance with the requirements set out in this Article 4, authorise any Conflict 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
- 4 2 Any authorisation under this Article 4 will be effective only if
- 4 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
- 4 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- 4 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
- 4 3 Any authorisation of a Conflict under this Article 4 may (whether at the time of giving the authorisation or subsequently) impose on the Interested Director such conditions or limitations, or be granted subject to such terms, as the directors may think fit for the purposes of dealing with the Conflict and the Interested Director will be obliged to conduct himself in accordance with any such terms and conditions
- 4 4 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, before such revocation or variation, in accordance with the terms of such authorisation
- 4 5 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, any member of the Group and no further authorisation under Article 4 1 shall be necessary in respect of any such interest
- 4 6 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 that he derives from or in connection with a

relationship involving a Conflict which has been authorised by the directors in accordance with these Articles, by the Company or by these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

## **5 RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the directors to retain a copy of such decisions

## **6 NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than one. A sole director shall have all the powers, duties and discretions conferred on or vested in the directors by these Articles

## **7 APPOINTMENT AND REMOVAL OF DIRECTORS**

7.1 Any member or members holding more than 50% of the issued Shares of the Company may at any time and from time to time by notice in writing to the Company appoint one or more persons to be a director or directors of the Company and to remove any director or directors from office (whether or not appointed pursuant to this Article 7)

7.2 Model Article 18 shall be amended by the inclusion of the words “notification of the director’s removal is received by the Company from a Controlling Shareholder pursuant to Article 7.1” as a new paragraph (g) at the end of that Model Article

7.3 Any removal of a director pursuant to Article 7.1 shall be without prejudice to any claim for breach of contract under any employment agreement between the Company and the director so removed

## **8 ALTERNATE DIRECTORS**

8.1 Any director (the “appointor”) may appoint as an alternate any other director, or any other person approved by a decision of the directors, to

8.1.1 exercise that director’s powers, and

8.1.2 carry out that director’s responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate’s appointor

8.2 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. The notice must

8.2.1 identify the proposed alternate, and

8.2.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor

8 3 An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's appointor

8 4 Except as these Articles specify otherwise, alternate directors -

8 4 1 are deemed for all purposes to be directors,

8 4 2 are liable for their own acts or omissions,

8 4 3 are subject to the same restrictions as their appointors, and

8 4 4 are not deemed to be agents of or for their appointors

8 5 A person who is an alternate director but not a director

8 5 1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and

8 5 2 may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution),

no alternate may be counted as more than one director for such purposes

8 6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company

8 7 Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors"

8 8 An alternate director's appointment as an alternate terminates

8 8 1 when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

8 8 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 office as director,

8 8 3 on the death of his appointor, or

8 8 4 when his appointor's appointment as a director terminates

## 9 SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and on 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



## **SHARES AND SHAREHOLDERS**

### **10 ISSUE OF SHARES**

- 10 1 Shares may be issued as nil, partly or fully paid
- 10 2 Unless the members of the Company by special resolution direct otherwise, all shares which the directors propose to issue must first be offered to the members in accordance with the following provisions of this Article
- 10 3 Shares must be offered to members in proportion as nearly as may be to the number of existing shares held by them respectively
- 10 4 The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined
- 10 5 After the expiration of the period referred to in Article 10 4 above, 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, and such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer
- 10 6 Any shares not accepted pursuant to the offer referred to in Article 10 4 and the further offer referred to in Article 10 5 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 dispose of the same to such persons, on such terms, and in such manner as they think fit
- 10 7 In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded

### **11 QUORUM FOR GENERAL MEETINGS**

- 11 1 If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum
- 11 2 If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum
- 11 3 Model Article 41(1) is modified by the addition of a second sentence as follows

‘If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved

## **12 PROXIES**

- 12 1 Model Article 45(1)(d) shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"
- 12 2 Model Article 45(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid [, unless the directors, in their discretion, accept the notice at any time before the meeting]" as a new paragraph at the end of that Model Article

## **13 SHARE TRANSFERS**

- 13 1 Model Article 26(1) is modified by the addition of the words "and, if any of the shares is nil or partly paid, the transferee" after the word "transferor"
- 13 2 The directors may refuse to register the transfer of a share, and, if they do so, the instrument of transfer must be returned to the transferee together with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent

## **ADMINISTRATIVE ARRANGEMENTS**

### **14 CHANGE OF COMPANY NAME**

- 14 1 The name of the Company may be changed by
- 14 1 1 a decision of the directors, or
- 14 1 2 a special resolution of the shareholders,
- or otherwise in accordance with the Act

### **15 COMMUNICATIONS**

- 15 1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website
- 15 2 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company
- 15 3 If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders
- 15 4 If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid

and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting

- 15 5 If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied
- 15 6 If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website
- 15 7 For the purposes of this Article 15, no account shall be taken of any part of a day that is not a working day

## 16 INDEMNITY AND INSURANCE

- 16 1 Subject to Article 16 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

16 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them,

16 1 2 including any liability incurred by him in defending any civil or criminal proceedings, or regulatory investigation or action, in which judgment is given in his favour or in which he is acquitted or the proceedings are, or the investigation or action is, 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, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

16 1 3 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings, investigation, action or application referred to in Article 16 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

- 16 2 This Article 16 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly

- 16 3 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

- 16 4 In this Article 16

16 4 1 'associated company' means any member of the Group and 'associated companies' shall be construed accordingly,

- 16 4 2 a “**relevant loss**” means 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 the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company, and
- 16 4 3 a “**relevant officer**” means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)