

COMPANY NUMBER. 09054842

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION
of
WILLEY ESTATES (1950) NO.2 COMPANY LTD
(Company)

Circulation Date: 23 APRIL 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose the following Written Resolution as a Special Resolution:

SPECIAL RESOLUTION

1. THAT the draft new articles of association in the form circulated with this written resolution and marked "A" for the purposes of identification, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.
2. THAT the proposed transfer of 1 Ordinary £1 share in the Company from Rhoderick Martin Swire to David John Turner be duly recorded in the statutory registers of the Company.

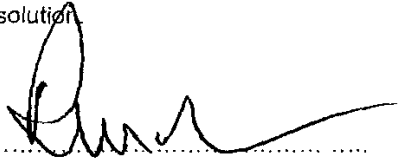
Please read the Notes overleaf before signifying your agreement to the Written Resolution.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, we, the undersigned, being:

- (a) the eligible members of the Company who would have been entitled to vote on the resolution set out above; and
- (b) the holder of the entire share capital of each class of shares in the capital of the Company,



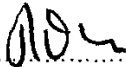
on the Circulation Date stated above hereby irrevocably agree to the resolution as a Special Resolution



RHODERICK MARTIN SWIRE

23 APRIL 2018

Date of Signature



THOMAS PETER ALGAR ORDE-POWLETT

23 APRIL 2018

Date of Signature



ARTHUR FRANCIS NICHOLAS WILLS DOWNSHIRE

23 APRIL 2018

Date of Signature

NOTES

1. This document contains a proposed Special Resolution of the Company for approval by you as a member of the Company. The Special Resolution requires members holding not less than 75 per cent of the total voting rights of members entitled to vote on such resolution to vote in favour of it to be passed.
2. If you agree with the Special Resolution, 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:
 - **Post:** returning the signed copy by post to Knights 1759, The Brampton, Newcastle-under-Lyme, Staffordshire ST5 0QW marked for the attention of Mark Soboljew, or
 - **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to mark.soboljew@knights1759.co.uk.

If you do not agree to the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

3. Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
4. Unless, by 28 days from the circulation date, sufficient agreement has been received for the Special Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before that date.
5. If you are signing this document on behalf of a company under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

DATED

23 April

2018

WILLEY ESTATES (1950) NO.2 COMPANY LTD

ARTICLES OF ASSOCIATION

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

WILLEY ESTATES (1950) NO.2 COMPANY LTD (Company)

(Adopted by special resolution passed on *23 April* 2018)

INTRODUCTION

1. INTERPRETATION

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

Act:	the Companies Act 2006.
Allocation Notice:	has the meaning given in article 16.10.
Appointor:	has the meaning given in article 10.1.
Articles:	the Company's articles of association for the time being in force.
Buyer:	has the meaning given in article 16.10.
Board:	the board of directors of the Company, as from time to time constituted
Business Day:	any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.
Conflict:	has the meaning given in article 6.1.
Deemed Transfer Notice:	has the meaning given in article 16.2.
Eligible Director:	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).
Interested Director	has the meaning given in article 6.1.

- 2.2 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 2.3 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 2.4 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum required under article 4 at such a meeting.

3. CALLING A DIRECTORS' MEETING

- 3.1 Any director may call a directors' meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.
- 3.2 Notice of a directors' meeting shall be given to each director in writing.

4. QUORUM FOR DIRECTORS' MEETINGS

- 4.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of directors shall be all Eligible Directors appointed at the time of such meeting provided that it shall never be less than the minimum specified in article 7.
- 4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 6 to authorise a director's conflict, if there is only one Eligible Director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 4.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
 - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

5. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 5.1 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:
- (a) 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;
 - (b) 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;

- (c) 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;
- (d) 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;
- (e) 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
- (f) 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.

6. DIRECTORS' CONFLICTS OF INTEREST

- 6.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (**Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 6.2 Any authorisation under this article 6 will be effective only if:
 - (a) 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;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.
- 6.3 Any authorisation of a Conflict under this article 6 may (whether at the time of giving the authorisation or subsequently):
 - (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) 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;
 - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (e) 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; and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 6.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 6.5 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.
- 6.6 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 which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (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.

7. NUMBER OF DIRECTORS

Unless otherwise determined by special resolution, the number of directors (other than alternate directors) shall be subject to a maximum of four and shall not be less than two.

8. APPOINTMENT OF DIRECTORS

- 8.1 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

9. TERMINATION OF DIRECTORS APPOINTMENT

- 9.1 A person ceases to be a director as soon as:
- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law,
 - (b) that person ceases to be a shareholder of the Company;

- (c) a bankruptcy order is made against that person;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; and
- (g) notification is received by the Company that the said director has remained outside the United Kingdom for 12 consecutive months.

9.2 On any resolution to remove a director at a shareholders meeting, save in respect of the events detailed in article 9.1 above, that director in their capacity as shareholder shall have 4 votes for each share he holds.

9.3 This article 9 cannot be removed or amended without the consent of all the shareholders entitled to vote.

10. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

10.1 Any director (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor.

10.2 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.

10.3 The notice must:

- (a) identify the proposed alternate; and
- (b) 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.

11. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

11.1 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.

11.2 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) 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 shareholder.

11.3 A person who is an alternate director but not a director:

- (a) 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);
- (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of articles 11.3(a) and 11.3(b).

11.4 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 an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

11.5 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.

12. TERMINATION OF ALTERNATE DIRECTORSHIP

12.1 An alternate director's appointment as an alternate terminates:

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) 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;
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate's Appointor's appointment as a director terminates.

SHARES

13. PURCHASE OF OWN SHARES

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act.

14. TRANSFER OF SHARES

14.1 The Board shall not register the transfer of any share or any interest in any share unless the transfer:

- (a) is permitted by article 15 (Permitted Transfers); or
- (b) is made in accordance with article 16 (Compulsory Transfers).

14.2 An obligation to transfer a share under these Articles shall be deemed an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.

15. PERMITTED TRANSFERS

A shareholder may not transfer shares to any person at any time without the prior written consent of all of the shareholders holding shares.

16. COMPULSORY TRANSFERS

16.1 In this article 16, a Transfer Event occurs, in relation to any shareholder:

- (a) if that shareholder being an individual:
 - (i) shall have a bankruptcy order made against him or shall be declared bankrupt by any court of competent jurisdiction;
 - (ii) shall make an offer to make any arrangement or composition with his creditors generally;
 - (iii) shall die;
 - (iv) shall cease being a director of the Company; or
 - (v) has a registered medical practitioner who is treating that individual give a written opinion to the individual stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months.

and, within the following twelve months, the Board shall resolve and notify the Company that such event is a Transfer Event in relation to that shareholder for the purposes of this article 16;

- (b) if a shareholder shall attempt to deal with or dispose of any share or any interest in it otherwise than in accordance with these Articles and whether or not for value and within

the following twelve months of the Board becoming aware of such acts the board shall notify the Company that such event is a Transfer Event in relation to that shareholder for the purposes of this article 16.

- 16.2 Upon the making of a notification under article 16.1 that any event is a Transfer Event, the shareholder holding the shares in respect of whom such event is a Transfer Event (**Relevant Shareholder**) shall be deemed to have immediately given a notice in respect of all the Relevant Shareholder's shares then held by such Relevant Shareholder(s) to sell his shares (**Deemed Transfer Notice**). If the Relevant Shareholder holds more than one class of shares, he shall be deemed to serve a separate Deemed Transfer Notice in respect of each class of his holding.
- 16.3 Notwithstanding any other provision of these Articles, the Relevant Shareholder shall not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company or to receive or to have any voting rights in respect of, any written resolutions of the Company on and from the date of the relevant Deemed Transfer Notice until the entry in the register of shareholders of the Company of another person as the holder of those shares.
- 16.4 Each Deemed Transfer Notice shall be irrevocable.
- 16.5 The Relevant Shareholder's shares shall be offered for purchase in accordance with this article 16 and the price per share shall be the nominal value of the Relevant Shareholder's shares (**Sale Price**).
- 16.6 The Board shall within 90 Business Days after the Deemed Transfer Notice is served give an offer notice (**Offer Notice**) to:
- (a) in the first instance to all persons in the category set out in the corresponding line in column (1) in the table below; and
 - (b) to the extent not accepted by persons in column (1), to all persons in the category set out in the corresponding line in column (2) in the table below;

however, no shares shall be treated as offered to the Relevant Shareholder or any other shareholder who is then bound to give, has given or is deemed to have given a Deemed Transfer Notice in respect of the shares registered in his name.

(1)	(3)
FIRST OFFER TO	SECOND OFFER TO
A Board Invitee	The Company

- 16.7 An Offer Notice shall:
- (a) specify the Sale Price;
 - (b) relate to one class only; and
 - (c) constitute the Company as the agent of the Relevant Shareholder for the sale of the Relevant Shareholder's shares; and

- (d) invite the relevant offeree to respond in writing, before expiry of the Offer Notice, to purchase the Relevant Shareholder's shares specified by them in their application,

in addition, shall expire 35 Business Days after its service.

- 16.8 The expression Board Invitee in these Articles means any person as the Board shall direct (but excluding current shareholders).
- 16.9 After the expiry date of the Offer Notice, the Board shall, in the priorities and in respect of each class of persons set out in the columns in the table in article 16.8, allocate the Relevant Shareholder's shares in accordance with the valid applications received
- 16.10 The Board shall, within 5 Business Days of the expiry date of the Offer Notice, give notice in writing (**Allocation Notice**) to the Relevant Shareholder and to the person to whom Relevant Shareholder's shares have been allocated (**Buyer**) specifying the name and address of the Buyer, the number and class of the Relevant Shareholder's shares agreed to be purchased by him, the aggregate price payable by him for them and the date for completion (being no earlier than 5 Business Days nor later than 15 Business Days after the date of service of the Allocation Notice).
- 16.11 Completion of a sale and purchase of the Relevant Shareholder's shares pursuant to an Allocation Notice shall take place at the registered office of the Company at the time specified in the Allocation Notice when the Relevant Shareholder shall, upon payment to him by a Buyer of the Sale Price in respect of the Relevant Shareholder's shares allocated to that Buyer, transfer those shares and deliver the relative share certificate(s) to that Buyer.
- 16.12 If the Relevant Shareholder's fails for any reason (including death) to transfer any his shares when required pursuant to these Articles, the Board may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of the Seller for the purpose) to execute each necessary transfer of such shares and deliver it on the Seller's behalf. The Company may receive the purchase money for such Relevant Shareholder's shares from the Buyer and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Buyer as the holder of such shares. The Company shall hold such purchase money on trust for the Relevant Shareholder but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the Buyer who shall not be bound to see to the application of it, and after the name of the Buyer has been entered in the register of shareholders in purported exercise of the power conferred by this article 16 the validity of the proceedings shall not be questioned by any person.

DECISION MAKING BY SHAREHOLDERS

17. VOTING: GENERAL

- 17.1 A resolution put to a vote of a general meeting must be unanimously agreed.

18. POLL VOTES

- 18.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 18.2 Article 44(3) of the Model Articles 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 article.

19. PROXIES

- 19.1 Article 45(1)(d) of the Model Articles 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".
- 19.2 Article 45(1) of the Model Articles 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 article.

ADMINISTRATIVE ARRANGEMENTS

20. MEANS OF COMMUNICATION TO BE USED

- 20.1 Subject to article 20.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - (b) if sent by fax, at the time of transmission; or
 - (c) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
 - (d) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
 - (f) if deemed receipt under the previous paragraphs of this article 20.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

20.2 To prove service, it is sufficient to prove that:

- (a) if delivered by hand the notice was delivered to the correct address; or
- (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (c) if sent by post the envelope containing the notice was properly addressed, paid for and posted; or
- (d) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

21. **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.