

Company No 09762606

THE COMPANIES ACTS 2006

PRIVATE COMPANY LIMITED BY SHARES

## RESOLUTION

of

MATRIX CIVIL ENGINEERING LIMITED  
(the 'Company')Circulation Date 30<sup>th</sup> March 2016

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the 'Act'), the directors of the Company propose that the Resolution below is passed as a special resolution

**SPECIAL RESOLUTION**

That the Articles of Association of the Company be amended with immediate effect by the adoption of the Articles of Association in the form annexed to this resolution in substitution for and to the exclusion of the existing Articles of Association of the Company

**AGREEMENT**

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

The undersigned, being persons entitled to vote on the above Resolution on the Circulation Date as set out above, hereby irrevocably agree to the Resolution

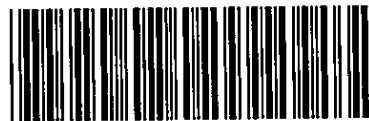
Signed by Wayne Hayes

Director

Date

*Wayne Hayes*  
30 March 2016

SATURDAY



\*A54KT8ER\*

A10

09/04/2016

#123

COMPANIES HOUSE

**NOTES**

1 If you agree to the 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

- By Hand delivering the signed copy to Megan Radcliffe at Greene & Greene
- Post returning the signed copy by post to Megan Radcliffe at Greene & Greene, 80 Guildhall Street, Bury St Edmunds, Suffolk, IP33 1QB
- E-mail by attaching a scanned copy of the signed document to an e-mail and sending it to [meganradcliffe@greene-greene.com](mailto:meganradcliffe@greene-greene.com) Please enter "Written Resolution" in the e-mail subject box

If you do not agree to the Resolution, 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 Resolution, you may not revoke your agreement

3 Unless sufficient agreement has been received for the Resolution to pass within 28 days of the Circulation Date set out above, then it will lapse If you agree to the Resolution, please ensure that your agreement reaches me before or during this date

4 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

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF  
MATRIX CIVIL ENGINEERING LIMITED

Company No · 09762606

(the 'Company')

(Adopted by a Special Resolution of the members on 30 March 2016)

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires

**Act.** means the Companies Act 2006,

**Acting in Concert:** has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time),

**Articles.** means the Company's articles of association for the time being in force,

**Board.** means the board of directors of the Company,

**Business Day.** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

**Control.** has the meaning given in Section 1124 of the Corporation Tax Act 2010,

**Eligible Director:** means 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),

**Group:** means the Holding Company and any of its subsidiaries (as defined in the Companies Act 2006),

**Holding Company** means The Dunamis Group Limited with company number 09762558 and registered address Unit 3, The Wheelwright, Lower Green, Higham, Bury St Edmunds, UK, IP28 6NL,

**Majority Shareholders** persons holding more than 50% of the issued share capital in a company, and

**Model Articles.** means 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,

**Third Party:** means a person that is not connected with (as defined in section 1122 of the Corporation Taxes Act 2010) any shareholder acting as part of the Majority



- 1 2 Save as otherwise specifically provided 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
- 1 3 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles
- 1 4 Regulations 14 and 52 of the Model Articles shall not apply to the Company

## **2 DIRECTORS**

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

- 2 1 The Majority Shareholders of the Holding Company may from time to time appoint any person to be a director and at any time remove from office any person so appointed and appoint another person in his place. Such appointment and removal shall be effected by a notice in writing to the Company signed by or on behalf of the Majority Shareholders of the Holding Company.

### **CASTING VOTE**

- 2 2 If the numbers of votes for and against a proposal at a meeting of directors are equal, the director chairing the meeting shall have a casting vote.

### **QUORUM FOR DIRECTORS' MEETINGS**

- 2 3 Subject to Article 2 4, the quorum for the transaction of business at a meeting of directors is any two Eligible Directors.
- 2 4 For the purposes of any meeting (or part of a meeting) held pursuant to Articles 2 7 to 2 8 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.
- 2 5 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, subject to the provisions of Article 2 1
- (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

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

- 2 6 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 contract or proposed contract 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 contract or proposed contract 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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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

#### **DIRECTORS' CONFLICTS OF INTEREST**

2 7 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office

- (a) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested,
- (b) may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested,
- (c) shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, and
- (d) shall be entitled to vote and be counted in the quorum on any matter referred to in the foregoing paragraphs of this Article

2 8 For the purposes of this Article

- (a) a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified,
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his, and
- (c) an interest of a person who is for any purpose of the Act connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise

#### **3. SHARES**

3 1 The share capital of the Company is currently £1 divided into 1 Ordinary Share of £1

#### **4 SHARE ISSUES**

- 4 1 Subject to the remaining provisions of this Article 4, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper
- 4 2 Unless otherwise agreed by special resolution, if the Company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the Company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a *pari passu* and *pro rata* basis to the number of shares held by those existing shareholders (as nearly as possible without involving fractions) The offer
- (a) shall be in writing, shall be open for acceptance for a period of 21 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities
  - (b) may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe
- 4 3 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with Article 4 2 shall be used for satisfying any requests for **Excess Securities** If there are insufficient **Excess Securities** to satisfy such requests, the **Excess Securities** shall be allotted to the applicants *pro rata* to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with Article 4 2 (as nearly as possible without involving fractions or increasing the number of **Excess Securities** allotted to any shareholder beyond that applied for by him) After that allotment, any **Excess Securities** remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders
- 4 4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to any allotment of equity securities (as defined in the Act) by the Company
- 4 5 The Company shall not create shares of any other class or issue any such shares unless it is authorised to do so by a special resolution passed by the Majority Shareholders of the Holding Company

#### **5. TRANSFER OF SHARES**

- 5 1 Save for transfers in accordance with this Article, no sale or transfer of any shares or any interest in any shares shall be made by any shareholder or registered by the Company
- 5 2 Article 25(6) of the Model Articles shall not apply to any sale or transfer of shares

##### **PERMITTED TRANSFERS**

- 5 3 A shareholder may sell or transfer any shares or any interest in shares without restriction with the prior written consent of all of the other shareholders in the Company and the Majority Shareholders of the Holding Company and the directors will vote to approve any such share transfer upon its consideration by the Board

#### **6. LIEN**

The lien conferred by regulation 52 of the Model Articles shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person

indebted or under liability to the Company whether he is the sole registered holder of the shares or one of several joint holders

**7. SEAL**

The Company shall not be required to have a seal and Regulation 81 of the Model Articles shall take effect accordingly

**8. INDEMNITY**

8 1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or the proceedings 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 relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

8 2 The Company may purchase and maintain insurance against any liability falling upon its directors or other officers or auditors which arises out of their respective duties to the Company or in relation to its affairs