

Company number: 11625701

**PRIVATE COMPANY LIMITED BY GUARANTEE
WRITTEN RESOLUTION
of
WEST & SENIOR TRUSTEES LIMITED**
Circulation date: 7 MARCH 2019


Under Chapter 2 of Part 13 Companies Act 2006, the following resolution is proposed as a special resolution of the Company:

SPECIAL RESOLUTION


- 1 **THAT** with effect from the conclusion of the meeting the draft articles of association produced to the meeting be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

Please read the notes at the end of this document before agreeing to the resolution.

The person named below, being a person eligible to vote on the above resolution on 2019 irrevocably agrees to that resolution.


.....
Stephen Senior


.....
Brian John Daniels


.....
David Brown

WEDNESDAY



A04 *A8G6JL3T* #148
16/10/2019
COMPANIES HOUSE

7 MARCH 2019
.....
Date

NOTES:

1. If you agree with the resolution, please sign and date this document and return it to the Company using one of the following methods.
 - **By hand:** delivering the signed copy to David Brown at Milltown Street, Radcliffe, Manchester M26 1WE
 - **Post:** returning the signed copy by post to David Brown at Milltown Street, Radcliffe, Manchester M26 1WE

If you do not agree with 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. The resolution above will lapse if the required majority of eligible members have not signified their agreement to it by the end of the period of 28 days beginning with the circulation date above. If you agree to the resolution, please ensure that your agreement reaches us before that 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.

DATED 7 MARCH **2019**

ARTICLES OF ASSOCIATION

of

WEST & SENIOR TRUSTEES LIMITED

Company number: 11625701

A private company limited by guarantee

Articles of Association

of

West & Senior Trustees Limited (the Company)

(Adopted by Special Resolution passed on 7 MARCH 2019)

1. OBJECTS AND POWERS

- 1.1 The Company's objects are to hold office and act as trustee of any trust or trusts established by West & Senior Limited or any other Group Company **provided that** the members and the Directors shall act in relation to each such trust only in accordance with and subject to any restrictions imposed by the constitution of that trust.
- 1.2 The Company has the power to do anything which is calculated to further its objects or is conducive or incidental to doing so and, in particular, the Company has all the powers exercisable by the trustee of any trust of which it is a trustee, **provided that** the Company has regard to its obligations to pay the Deferred Consideration when exercising its power.

2. APPLICATION OF THE INCOME AND PROFITS OF THE COMPANY

- 2.1 Any income and profits of the Company:
- 2.1.1 shall be applied solely towards the promotion of the Company's objects, and
- 2.1.2 shall not be paid or transferred by way of dividend, bonus or otherwise by way of profit to members.
- 2.2 Nothing in this article shall, for the avoidance of doubt, prevent:
- 2.2.1 the payment of remuneration to any Director (in accordance with these articles) or other person (whether a member or not) in return for any services rendered to the Company;
- 2.2.2 the reimbursement to any Director, other officer or employee of the Company (whether a member or not) of expenses incurred on behalf of the Company;
- 2.2.3 the payment of interest on money lent or rent for premises let by any member to the Company; or
- 2.2.4 the payment of the Deferred Consideration.
- 2.3 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property, such property shall not be paid to or distributed among members, but shall be given or transferred to some other company or association (incorporated or unincorporated) having either:
- 2.3.1 objects similar to the Company's objects; or
- 2.3.2 charitable objects,

such company or association to be determined by the members at or before the time of dissolution

3. LIABILITY OF MEMBERS

The liability of members is limited by guarantee. Every member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a member or within one year after he ceases to be a member such amount as may be required not exceeding £1, for:

- 3.1 payment of the debts and liabilities of the Company contracted before he ceases to be a member;
- 3.2 payment of the costs, charges and expenses of winding up; and
- 3.3 the adjustment of the rights of contributories among themselves.

4. MEMBERSHIP

- 4.1 The subscribers to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with these articles shall be members of the Company.
- 4.2 No person shall be admitted as a member of the Company unless he is also a Director and is approved as a member by the Directors.
- 4.3 Any individual who agrees to be a Director shall be deemed to have agreed to be a member of the Company. Such an individual may nevertheless be required to deliver to the Company an application for membership in such form as the Directors require
- 4.4 A member may be removed from the Company by a unanimous resolution of the Directors.
- 4.5 A member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company unless after such withdrawal there would be no other member.
- 4.6 A member shall cease to be a member if he ceases to be a Director for any reason.
- 4.7 Membership shall not be transferrable and shall cease on death

5. POWERS OF THE DIRECTORS

Subject to the Act and these articles, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company **provided that** when undertaking, performing or discharging any business in relation to the Company as the trustee of a trust, the Directors may act only in accordance with and subject to any restrictions imposed by the constitution of that trust and provided that the Directors have regard to the Company's obligation to pay the Deferred Consideration.

6. APPOINTMENT OF DIRECTORS AND VACATING OFFICE

- 6.1 The Directors shall comprise such individuals as may be required to enable the Company to act as trustee of any trust of which it is a trustee.
- 6.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed as a Director:
 - 6.2.1 by a decision of the Directors; or

- 6.2.2 by another person or persons, if such right of appointment is granted under the constitution of a trust of which the Company is the sole trustee and such right is duly exercised.

6.3 The office of a Director shall be vacated if:

- 6.3.1 there are more than two Directors and if the other Directors unanimously resolve to remove him from office;
- 6.3.2 he is removed from office by a person or persons in accordance with a right of removal granted under the constitution of a trust, including rules made under such trust, of which the Company is the sole trustee and if such right is duly exercised;
- 6.3.3 he ceases to be a Director by virtue of any provision of the Act or he otherwise becomes prohibited by law from being a Director;
- 6.3.4 he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 6.3.5 in the unanimous opinion of the other Directors he has become mentally or physically incapable of acting as a director and may remain so for more than three months;
- 6.3.6 he resigns his office by notice to the Company;
- 6.3.7 he ceases to be a member of the Company;
- 6.3.8 he is appointed subject to specified qualifying criteria, and such criteria cease to apply;
- 6.3.9 he is appointed for a specified period, and such period expires; or
- 6.3.10 this is otherwise necessary to ensure compliance with a requirement of a trust of which the Company is a trustee

7 DECISIONS OF THE DIRECTORS

- 7.1 Subject to these articles and any restrictions imposed by the constitution of a trust when the Company is acting as a trustee of that trust, the general rule about decisions of the Directors is that they must
 - 7.1.1 be a majority decision taken at a meeting of the Directors; or
 - 7.1.2 take the form of a resolution in writing, copies of which have been signed by all of the Directors or to which all Directors have otherwise indicated agreement in writing.
- 7.2 If the number of Directors is less than the quorum for Directors' meetings, the continuing Directors may continue to act, but only for the purpose of appointing sufficient Directors to make up a quorum.
- 7.3 Subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust and the Directors' proceedings relate to that trust.
 - 7.3.1 the minimum number of Directors shall be two;
 - 7.3.2 the Chief Executive shall chair their meetings, except if there is no such individual in office, in which case the Directors shall appoint a Director to chair their meetings and the person so appointed shall be known as the Chairman;

- 7.3.3 the Chairman shall preside as chairman at every meeting of the Directors at which he is present but if he is not present within 15 minutes after the time appointed for the meeting, the Directors present shall choose one of their number to be chairman of the meeting;
- 7.3.4 at a meeting of the Directors, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting and the quorum for a meeting of the Directors is two Directors, unless fixed at a higher number by the Directors; and
- 7.3.5 in the case of an equality of votes at a meeting the Chairman shall have a casting vote if there is an even number of Directors then in office.
- 7.4 Notice of a meeting of the Directors (or any adjournment thereof) given to a Director by electronic means (if sent to an electronic mail address provided by the Director for this purpose) is deemed to have been received by the Director one hour after it was sent.
- 7.5 Entitlement to notice of a meeting of the Directors may be waived by a Director by giving notice to that effect to the Company at any time before or after the meeting and such waiver does not affect the validity of the meeting or of any business conducted at it.
- 7.6 A Director may not appoint an alternate Director.
- 7.7 The Directors may delegate any of their powers to any committee consisting of one or more Directors. Any such delegation may be made subject to any conditions the Directors may impose and may be revoked or altered at any time.
- 7.8 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 7.9 A Director, notwithstanding his office and that in this situation he has, or can have, a direct or indirect interest or duty that conflicts, or may conflict, with the interests of the Company, may be:
 - 7.9.1 a shareholder, employee, director or other officer in relation to any Group Company; and/or
 - 7.9.2 a beneficiary of any trust or trusts of which the Company is trustee,
 and that Director shall neither:
 - (a) be required to disclose to the Company any confidential information he obtains in any such capacity or to apply it in performing his duties as a Director if to do so would result in a breach of a duty or obligation of confidence owed by him; nor
 - (b) be liable to account to the Company for any remuneration, profit or other benefit he derives directly or indirectly in that capacity and no contract shall be liable to be avoided on the grounds of any such remuneration, profit or benefit.
- 7.10 A Director who is interested in an actual or proposed transaction or arrangement with the Company (whether it is acting as a trustee or in its own capacity) is to be counted in the decision making process for quorum and voting purposes if his conflict of interest arises only from a situation described in the immediately preceding article.

8 PROCEEDINGS OF MEMBERS

8.1 The Company shall be governed only by the Directors, so far as this is permitted under the Act. Accordingly:

8.1.1 meetings of members shall be called only if required (and must be called in accordance with the Act); and

8.1.2 notwithstanding any other provisions in these articles, on any resolution of members which is proposed for the removal from office of a Director of the Company, the member who is proposed to be removed as a Director shall, if voting against the relevant resolution, have such number of votes equal to 50.1% of the total aggregate number of votes capable of being cast in respect of that resolution.

8.2 On a show of hands every member present in person or by proxy shall have one vote. On a poll every member present in person or by proxy shall have one vote.

8.3 Notwithstanding any other provisions in these articles it is the duty of each member to exercise his powers in his capacity as a member in the way he decides in good faith would be most likely to further the Company's objects

9. ADMINISTRATION

9.1 Subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust and the thing sent or supplied relates to that trust, anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

9.2 Subject to any requirements imposed by the constitution of a trust when the Company is acting as a trustee of that trust and the notice, document or other information relates to that trust, anything sent or supplied by or to the Company under these articles shall be deemed served on or delivered to the intended recipient:

9.2.1 if sent by post within the United Kingdom and the sender or supplier is able to show that it was properly addressed, prepaid and posted, two working days after it was posted;

9.2.2 if sent by post from outside the United Kingdom to an address inside the United Kingdom, or from inside the United Kingdom to an address outside the United Kingdom, and the sender or supplier is able to show that it was properly addressed, prepaid and posted, five working days after it was posted; or

9.2.3 if sent or supplied by electronic means and the sender or supplier is able to show that it was properly addressed, one hour after it was sent or supplied.

10. INTERPRETATION

10.1 In these articles:

the Act

the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

the Chairman

the chairman of the Company for the time being appointed in accordance with these articles;

the Chief Executive

any such person from time to time who is employed by a Group Company in the capacity of chief executive officer of West & Senior Limited and is a director of West & Senior Limited and who is also a Director of the Company;

Deferred Consideration

any outstanding consideration due to the holders of shares in West & Senior Limited in accordance with the acquisition by the Company of the entire issued and to be issued share capital of West & Senior Limited;

the Directors

the directors for the time being of the Company or a quorum of such directors at a meeting of such directors;

Group Company

any of West & Senior Limited, its Holding Company (if any) or its Subsidiaries (if any);

Holding Company

and "**Subsidiary**" respectively a company that is either a holding company or a subsidiary for the purposes of section 1159 of the Companies Act 2006,

member

a person who is a member of the Company;

Model Articles

the model articles for private companies limited by guarantee as set out at Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as in force on the date when these articles become binding on the Company;

these articles

these articles of association of the Company;

trust

includes discretionary trusts, a share incentive plan trust or any other form of employees' share scheme trust, bare trusts, voting trusts, agency, custodian and nominee arrangements and similar arrangements, whether involving a fiduciary relationship or not, and "**trustee**" shall be interpreted accordingly; and

West & Senior Limited

the company limited by shares and incorporated in England and Wales with company number 00508673.

10.2 Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Model Articles.

11. **APPLICABILITY OF MODEL ARTICLES**

The Model Articles shall apply to the Company save as inconsistent with these articles