

Company number 00348459

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

WILDY AND SONS LIMITED

(the Company)

Circulation date: 6 June 2017

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

**1 Adoption of new articles of association**

THAT the draft articles of association attached to this resolution 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.

**Agreement to the Resolution**

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

The undersigned, being entitled on the circulation date set out above to vote on the Resolution set out above hereby irrevocably agree to the Resolution.

Signed by JOHN SINKINS

*J.W. Sinkins*  
.....  
6 June 2017  
.....

Date:

Signed byINDERJIT SINKINS

*I Sinkins*  
.....  
6 June 2017  
.....

Date:

TUESDAY



A28 \*A68YIY6Y\* 20/06/2017 #76  
COMPANIES HOUSE

## **NOTES**

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version using one of the following methods:
  - a. **By Hand** delivering the signed copy to Will Squires at Gunnerbloom Limited, 1 Cornhill, London, EC3V 3ND
  - b. **By Post** returning the signed copy by post to Will Squires at Gunnerbloom Limited, 1 Cornhill, London, EC3V 3ND
  - c. **By Email** by attaching a scanned copy of the signed document to an email and sending it to [will.squires@gunnerbloom.com](mailto:will.squires@gunnerbloom.com)
2. 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.
3. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
4. If your agreement to pass the Resolution is not given by the end of 28 days beginning with the circulation date stated on page 1, the Resolution will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
5. If you are signing this document on behalf of a person under a power of attorney, please send a copy of such power of attorney (or other lawful authority) when returning this document.

No. 00348459

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**WILDY & SONS LIMITED**

**(Adopted by special resolution passed on 6 June 2017)**

## **INTERPRETATION**

### **1. Definitions**

In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006.

**Appointor:** has the meaning given in Article 3.1.

**Articles:** means these articles of association of the Company.

**Board:** means the board of directors of the Company from time to time.

**Business Day:** means a day other than a Saturday, Sunday or public holiday in England when banks in the City of London are generally open for business.

**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).

**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 the Articles.

**Ordinary Shares:** means ordinary shares of £1.00 each in the capital of the Company.

**Shares:** the shares for the time being in the capital of the Company.

### **2. Application of Model Articles**

2.1. The Model Articles shall apply to the Company except in so far as they are modified or excluded by these Articles.

## **DIRECTORS AND SECRETARY**

### **3. Appointment and removal of alternate directors**

3.1. Any director (the **appointor**) (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors, to:

3.1.1. exercise that director's powers, and

3.1.2. carry out that director's responsibilities;

in relation to the taking of decisions by the directors in the absence of the alternate director's appointor.

3.2. Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

3.3.1. identify the proposed alternate director, and

3.3.2. In the case of a notice of appointment, contain a statement signed by the proposed alternate director that the proposed alternate director is willing to act as the alternate of the director giving the notice.

**4. Rights and responsibilities of alternate directors**

4.1. 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 director's appointor.

4.2. Except as the Articles specify otherwise, an alternate director:

4.2.1. is deemed for all purposes to be a director;

4.2.2. is liable for his own acts and omissions;

4.2.3. is subject to the same restrictions as his appointor; and

4.2.4. is not deemed to be an agent of or for his appointor,

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.

4.3. A person who is an alternate director but not a director:

4.3.1. 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);

4.3.2. 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

4.3.3. shall not be counted as more than one director for the purposes of Articles 4.3.1 and 4.3.2.

4.4. A director who is also an alternate director is entitled, in the absence of his appointor, to vote on behalf of his appointor, 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.

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

**5. Termination of alternate directorship**

5.1. An alternate director's appointment as an alternate director terminates:

5.1.1. when the alternate director's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

5.1.2. on the occurrence, in relation to the alternate director, of any event which, if it occurred in relation to the alternate director's appointor, would result in the termination of the appointor director's appointment as a director;

5.1.3. on the death of the alternate director's appointor; or

5.1.4. when the alternate director's appointor's appointment as a director terminates.

**6. Decision making by directors**

- 6.1. 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.
- 6.2. 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.
- 6.3. The post of Chairman shall be held by a director appointed by the Shareholder.
- 6.4. If the numbers of votes for and against a proposal are equal the chairman or other director chairing the meeting shall be entitled to a casting vote.

**7. Waiver of notice of and quorum for directors' meetings**

- 7.1. The quorum for any meeting (or, where specified below, part of a meeting) of the directors shall be three directors.
- 7.2. If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the directors determine. If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then the meeting shall be deemed to be quorate with such directors as are in fact present and will proceed on the basis that the meeting is quorate.
- 7.3. For the purposes of any meeting (or part of a meeting) held pursuant to Article 9 to authorise a Conflict (as defined in Article 9.1), 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.
- 7.4. Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time and Article 9 of the Model Articles shall be modified accordingly.

**8. Transactions or other arrangements with the Company**

- 8.1. 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 and whether or not such interest does or may conflict with the interests of the Company:
  - 8.1.1. 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;
  - 8.1.2. shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
  - 8.1.3. 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 contract or proposed contract in which he is interested;
  - 8.1.4. 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;
  - 8.1.5. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, anybody corporate in which the Company is otherwise (directly or indirectly) interested; and

8.1.6. 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 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.

8.2. Article 14 of the Model Articles shall not apply to the Company.

**9. Directors' powers to authorise conflicts of interest**

9.1. 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 (an **Interested Director**) breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (**Conflict**).

9.2. Any authorisation under this Article will be effective only if:

9.2.1. 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;

9.2.2. 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

9.2.3. 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.

9.3. Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

9.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;

9.3.2. 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;

9.3.3. 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;

9.3.4. impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

9.3.5. 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

9.3.6. 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.

9.4. Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict.

9.5. 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.

9.6. 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.

## **10. Appointment And Removal Of Directors**

10.1. Any director who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his employment ceases.

10.2. If any director shall die or be removed from or vacate office for any cause, the Shareholders shall appoint in his place another person.

10.3. Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the majority of shareholders and served on each of the other shareholders and the Company at its registered office, marked for the attention of the Company secretary or delivered to a duly constituted meeting of the directors of the Company and on the director, in the case of his removal. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.

10.4. No director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.

## **11. Secretary**

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

## **SHARES**

### **12. Share Capital**

12.1. The share capital of the Company shall be the capital as reported on the Statement of Capital and issued from time to time pursuant to the provisions of the Act.

12.2. The share classes existing at the date of adoption of these Articles are the Ordinary Shares.

### **13. Rights of Shareholders**

13.1. The shares shall rank pari passu in all respects.

### **14. Voting**

14.1. The holders of the Ordinary Shares shall be entitled to receive notice of and to attend (either in person or by proxy) at any general meeting of the Company and upon a show of hands every such holder who (being an individual) is present at a meeting in person or (being a corporation) is present by a duly authorised representative not being himself a member shall be entitled to one vote upon a show of hands and on a poll every member who is present in person or by proxy shall have one vote for every Ordinary share held.

14.2. 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.

14.3. 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.

#### **15. Purchase of Own Shares**

15.1.1. 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, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

(a) £15,000; and

(b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

#### **16. Further Issues of Shares: Pre-Emption Rights**

16.1. In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

16.2. 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 consent of a special resolution of the shareholders. Without limitation, the powers of the directors under section 550 of the Act are limited accordingly.

16.3. Subject to Articles 16.2 and to section 551 of the Act, 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.

#### **17. Lien**

17.1. The Company shall have a first and paramount lien on every share whether fully paid-up or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder or shall be one of two or more Joint holders, for all moneys presently payable by him or his estate to the Company.

#### **18. Dividends**

18.1. No dividend shall be paid by the Company without first being approved by ordinary resolution of the shareholders. Article 30 of the Model Articles shall be modified accordingly.

18.2. The holders of any class of Ordinary Shares shall be entitled to receive dividends from time to time for an amount recommended by the directors and declared as an interim dividend by the directors or a final dividend declared by the Members of the Company and that such dividends declared shall be for that particular class upon which the dividend was declared and such declaration shall exclude any other class of issued shares which may exist in the capital of the Company from time to time.



## INDEMNITY AND INSURANCE

### 19. Indemnity

19.1. Subject to Article 19.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

19.1.1. 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.

(a) in the actual or purported execution and/or discharge of his duties, or in relation to them, and

(b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), including (in each case) any liability incurred by him in defending any civil or criminal proceedings, 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 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

19.1.2. 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 19.1.1;

19.1.3. and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

19.2. This Article 19 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.

19.3. In this Article 19:

19.3.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

19.3.2. 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).

19.4. Article 52 of the Model Articles shall not apply to the Company.

### 20. Insurance

20.1. 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.

20.2. In this Article

20.2.1. 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

**No. 00348459**

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),

20.2.2. 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

20.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

20.2.4. Article 53 of the Model Articles shall not apply to the Company.