

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN SPECIAL RESOLUTION**  
**of**  
**JT LIMITED**

Company No: 02336110  
(the "Company")

The undersigned, being the sole member of the company and for the time being entitled to receive notice of, attend and vote at General Meetings, hereby passes the following special written resolution and confirms that the said resolution shall for all purposes be as valid and effective as if the same had been passed at a General Meeting of the company duly convened and held.

**WRITTEN SPECIAL RESOLUTION**

**IT IS HEREBY RESOLVED THAT** the draft regulations attached to this special written resolution be adopted as the Company's Articles of Association in substitution for and to the exclusion of the existing Articles of Association.

**AGREEMENT**

Please read the notes at the end of this document before signing your agreement.

The undersigned, entitled to vote on the above resolutions, hereby irrevocably agree to the special written resolution.

Name: JTL

Signed:



Geoffrey Russell

Date: 7 May 2018



**The Companies Act 2006**

**Private Company Limited by Shares**

**ARTICLES OF ASSOCIATION**

**of**

---

**JT LIMITED**

---

**Date of Incorporation: 17 January 1989**

**Registration Number: 2336110**

No. 02336110

**The Companies Act 2006**  
**Private Company Limited by Shares**  
**ARTICLES OF ASSOCIATION of**  
**JT LIMITED**

*(as amended by a written resolution of the shareholders of the Company dated 2018)*

**INTERPRETATION**

**1 Definitions**

In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**Articles:** means the Company's articles of association for the time being in force;

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

**Chairman:** means the chairman appointed pursuant to Article 15.1.3;

**Company:** means JT Limited;

**controlling shareholder:** means a member registered as the holder of not less than 90% of the shares in the capital of the Company;

**director:** means a director of the Company;

**the ECA:** means the Electrical Contractors Association;

**an ECA Director:** means a director appointed by the ECA pursuant to Article 15.1 .1;

**the ECA Directors' Panel:** means the directors who are the ECA Directors from time to time;

**holding company:** means a company which is the registered holder of not less than 90% of the shares in the capital of the Company;

**an Independent Director:** means a director who is not an ECA Director or a Unite Director;

**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;

**Parent Company:** means JTL (company number 03958541), a company limited by guarantee whose registered office is at Stafford House, 120/122 High Street, Orpington, Kent, BR6 0JS;

**a Parent Director:** means a director appointed by the Parent Company pursuant to Article 15.1.3;

**Unite:** means the trade union known at the date of the adoption of the Articles as Unite the Union (and previously known as Amicus);

**a Unite Director:** means a director appointed by Unite pursuant to Article 15.1.1;

**the Unite Directors' Panel:** means the directors who are the Unite Directors from time to time;

**the United Kingdom:** means Great Britain and Northern Ireland;

**year:** for the purposes of determining the period for which any director shall hold office, a year means the period from the close of one annual general meeting to the close of the next annual general meeting save that in the case of a director appointed otherwise than at an annual general meeting the period from the date of his appointment to the end of the next annual general meeting shall be deemed to be a year; and

words importing the masculine gender only shall include the feminine gender.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

## **NAME AND REGISTERED OFFICE**

### **2 Name**

The company's name is JT Limited and as at the date these articles of association are adopted, the entire issued share capital of the Company is held by the Parent Company.

### **3 Registered Office**

The Company's registered office is to be situated in England and Wales and is located at 120-122 High Street, Orpington, Kent BR6 0JS.

## **LIMITATION OF LIABILITY**

### **4 Member's Liability**

The liability of the members is limited to the amount, if any, unpaid, if any, on the shares held by them.

## **APPLICATION OF MODEL ARTICLES**

### **5 Application of Model Articles**

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

## **DIRECTORS AND SECRETARY**

### **6 Committees**

- 6.1 Any committee appointed by the directors shall consist of three or more directors.
- 6.2 The directors may appoint one or more sub-committees for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the directors would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the directors. Article 5 of the Model Articles shall be modified accordingly.

### **7 Calling a directors' meeting**

- 7.1 It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom.
- 7.2 Notice of any meeting of the directors may be given by telephone. The contemporaneous linking together by telephone of a number of the directors being not less than the quorum shall be deemed to constitute a meeting of the directors wherever in the world they are, so long as each of the directors taking part is able to hear each other of them throughout the meeting.

### **8 Directors**

The number of directors shall be not less than six (unless otherwise determined by ordinary resolution) and not more than thirteen.

### **9 Proceeding of the directors**

Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. Questions arising at a meeting shall be decided by a majority of votes

**10 Quorum for directors' meetings**

- 10.1 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but shall not be less than four directors. Article 11 (2) of the Model Articles shall be modified accordingly.

**11 Chairing of directors' meetings**

The Chairman, if any, shall preside as chairman at every meeting of directors at which he is present, but if the Chairman (if any) is not present within fifteen minutes after the time appointed for holding the meeting, the directors present shall elect one of their number to be chairman of that meeting. Article 12 of the Model Articles shall not apply to the Company.

**12 Casting vote**

In the case of an equality of votes, the chairman of the meeting shall have a second casting vote.

**13 Acts done by a meeting of directors or a committee of directors**

All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

**14 Directors' conflicts of interest**

- 14.1 Subject to the exceptions specified in Article 14.3, whenever a director has a personal interest directly or indirectly in a matter to be discussed at a meeting of the directors or a committee of the directors, the director concerned shall:

14.1.1 (unless he has already given notice pursuant to Article 14.2) before the matter is discussed by the directors or as soon as it becomes apparent that he has an interest, declare that interest (and in the case of a transaction or arrangement or proposed transaction or arrangement with the Company, shall do so in accordance with the requirements of the Act); and

14.1.2 unless the other directors resolve pursuant to Article 14.4 that the director concerned may act he shall:

- (i) withdraw from the meeting for that item unless expressly invited to remain in order to give information
  - (ii) not be counted in the quorum for the part of the meeting devoted to that item;
  - (iii) withdraw during the vote and have no vote on the matter; and
  - (iv) keep confidential his knowledge of that item.
- 14.2 Subject, in the case of a transaction or arrangement or proposed transaction or arrangement with the Company to the provisions of the Act, a general notice to the directors that a director has an interest of the nature and extent specified in the notice in any matter in which a specified person or class of persons is interested is to be regarded as sufficient disclosure that the director has an interest in any such matter of the nature and extent specified.
- 14.3 Articles 14.1.2.1 to 14.1.2.3 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in these Articles.
- 14.4 If a conflict of interests or duties arises in relation to a director and the conflict is not authorised by virtue of Article 14.3, the other directors may authorise that director to act subject to such conditions as they may consider appropriate notwithstanding the conflict but the provisions of Articles 14.1.2.1 to 14.1.2.3 shall apply to the conditions of and voting on a resolution pursuant to this Article 14.4.
- 14.5 Article 14 of the Model Articles shall not apply to the Company

## **15 Appointment and retirement of directors**

- 15.1 The directors shall be appointed as follows:
  - 15.1.1 Unite and the ECA shall each be entitled by notice in writing delivered to the Company at its office to appoint one person (not being their nominated directors on the board of the Parent Company) to hold office as director at any time and shall each be entitled in the like manner to remove any person so appointed by it;
  - 15.1.2 the directors shall appoint up to two persons to hold office as Independent Directors at any time;
  - 15.1.3 the Parent Company shall appoint:
    - (a) its chairperson from time to time as Chairman of the Company;
    - (b) its chief executive and finance director from time to time as directors;
    - (c) one of its independent director from time to time as a director;and shall be entitled in the like manner to remove any person so appointed by it.
- 15.2 The appointment of an Independent Director, pursuant to Article 15.1.2, shall be by a simple majority of all the directors entitled to attend and vote at any meeting of the directors.

- 15.3 No person may be appointed as a director:
- 15.3.1 unless he has attained the age of 18 years; or
  - 15.3.2 in circumstances such that, had he already been a director, he would have been disqualified from acting under the provisions of Article 16.1.
- 15.4 The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy, other than a vacancy among the Unite Directors, the ECA Directors, the Parent's Directors or the office of the Chairman, or as an additional director and may also determine the rotation in which any additional directors are to retire.
- 15.5 The directors may appoint a person who is willing to act to be a director either to fill a vacancy, other than a vacancy among the Unite Directors, the ECA Directors, the Parent's Directors or the office of the Chairman, or as an additional director provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general. If not reappointed at such annual general meeting, he shall vacate office at the conclusion of that meeting. If appointed his term in office shall be deemed to commence from his appointment at that annual general meeting.
- 15.6 Each of the Independent Directors shall be appointed for a term of three years at the end of which he shall retire but shall be eligible for re-appointment for successive three-year periods in the manner provided in Article 15.1.2.
- 15.7 Article 17 of the Model Articles shall not apply to the Company

## **16 Disqualification and removal of directors**

- 16.1 A director shall cease to hold office if he:
- 16.1.1 ceases to be a director of the holding company
  - 16.1.2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
  - 16.1.3 resigns his office by notice to the Company (but only if at least two directors will remain in office when the notice of resignation is to take effect); or
  - 16.1.4 is absent without the permission of the directors from all their meetings held within a period of six months and the directors resolve that his office be vacated.
- 16.2 A Unite Director and an ECA Director may be removed from his office pursuant to the provisions of Article 15.1 .1
- 16.3 The directors may remove an Independent Director by a resolution passed by not less than 60% of all the directors entitled to attend and vote at meetings of the board other than the director whose removal is in question.



- 16.4 A Parent Director may be removed from his office pursuant to the provisions of Article 15.1.3.
- 16.5 Article 18 of the Model Articles shall not apply to the Company.

## **17 Secretary**

The directors may appoint any person willing to act as the secretary for such term, at such remuneration and upon 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.

## **DECISION-MAKING BY SHAREHOLDERS**

### **18 Proceedings at general meetings**

- 18.1 In Article 38 of the Model Articles, the existing article shall be renumbered 38(1 ) and there shall be added the following paragraph:

"(2) One person entitled to vote shall be a quorum if that person is:

- (a) a duly authorised representative of the holding company, or
- (b) the controlling shareholder or his proxy."

- 18.2 Article 44 of the Model Articles:

18.2.1 in paragraph (2)(c) there shall be substituted for the words "two or more persons having the right to vote on the resolution; or" the words "any person having the right to vote on the resolution";

18.2.2 paragraph 2(d) shall be deleted.

- 18.3 At any time when the Company has only one member:

18.3.1 any decision that may be taken by the company in general meeting may be taken by that member solely; and

18.3.2 such a decision is as effective as if agreed by the company in general meeting.

- 18.4 Where a sole member takes a decision under Article 18.3, he must (unless that decision is taken by way of a written resolution) provide the company with written details of that decision.

## **SHARES**

### **19 Disapplication of pre-emption rights**

The pre-emption provisions of section 561 of the Act and the provisions of section 562 of the Act shall not apply to any allotment of the Company's equity securities.

### **20 Lien**

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.

## **INDEMNITY AND INSURANCE**

### **21 Indemnity**

21.1 Subject to Article 13.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

21.1.1 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

21.1.2 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 13.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

21.2 This article 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.

21.3 In this article:

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

21.3.2 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).

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

## **22 Insurance**

22.1 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.

22.2 In this article:

22.2.1 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 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);

22.2.2 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

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

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