

**THE COMPANIES ACT 2006
SPECIAL RESOLUTION
OMSJ (CONSULTING AND RISK ADVISORS) LIMITED
CHANGE OF ARTICLES OF ASSOCIATION**

At a general meeting of the members of the above named company, duly convened and held at 311A Chase Road, London N14 6JS on 8th January 2015 at 10 am

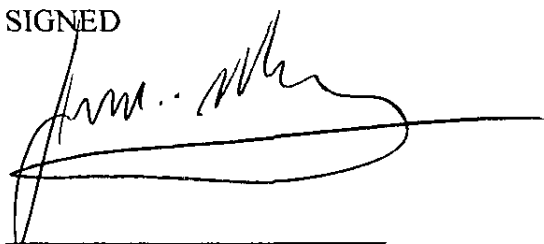
The following Special Resolution was duly passed

That the Articles of Association of the company be modified as follows

- 1 By the implementation of the new attached articles

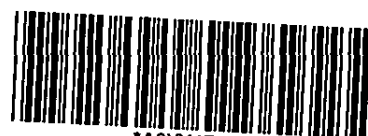
DATED 8th January 2015

SIGNED



Gerald O'Mahoney

MONDAY



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COMPANIES HOUSE

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
OMSJ (CONSULTING AND RISK ADVISORS) LIMITED

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1. INTERPRETATION

1 1 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;

100% Shareholder: means the holder of 100% of the shares in the company;

Lawyers Incorporated Limited: means Lawyers Incorporated Limited, a private company limited by shares and registered in England and Wales with company number 08127316, which trades as Lawyers Inc.

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

1 2 Save as otherwise specifically provided or where the context requires otherwise, words and expressions which have particular meanings in the Model Articles shall bear the same meanings in these articles, subject to which and unless the context otherwise requires, words and expressions which have particular meaning in the Companies Act 2006 (as in force on the date when these articles become binding on the company) shall bear the same meanings in these articles

1 3 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

- (a) any subordinate legislation from time to time made under it, and
- (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

1 5 Any phrase introduced by the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

1 6 Any reference in these articles to the masculine gender shall be taken to include the feminine, and vice versa

2 **STATEMENT OF COMPANY'S OBJECTS**

- 2 1 The object of the company is to carry on business as an independent provider of Risk Advisor services to Lawyers Incorporated Limited

3 **THE MODEL ARTICLES**

- 3 1 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these articles
- 3 2 Articles 3, 7 to 20 inclusive, 26 to 28 inclusive, 30 and 49 of the Model Articles shall not apply to the company
- 3 3 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 18 3 of the company's articles," after the words "the transmittee's name".

DIRECTORS

4 **NUMBER OF DIRECTORS**

- 4 1 The number of directors shall be one.

5. **DIRECTOR'S GENERAL AUTHORITY**

- 5 1 Subject to the articles, the company's director is responsible for the management of the company's business, for which purpose he may exercise all the powers of the company.

6. **DECISION-MAKING BY SOLE DIRECTOR**

- 6 1 Subject to the Act and to the articles, the company's director may take decisions in any manner which he thinks fit.

7 **APPOINTMENT OF DIRECTOR**

- 7 1 Provided that he is permitted by law to act as a director, the 100% Shareholder shall be the only person entitled to be appointed the sole director of the company.
- 7 2 Subject to article 7 1, the company's director may be appointed by the decision of the 100% Shareholder taken in any manner which he thinks fit

TERMINATION OF DIRECTOR'S APPOINTMENT

- 7 3 A person ceases to be a director as soon as –
- (a) That person ceases to be a 100% Shareholder;
 - (b) That person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law,
 - (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; or
 - (e) 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

8 SECRETARY

- 8 1 The director may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as he may think fit and from time to time remove such person and, if the director so decides, appoint a replacement

9. DIRECTOR'S REMUNERATION

- 9 1 The company's director may undertake any services for the company that the director decides
- 9 2 The company's director is entitled to such remuneration as he shall determine—
- (a) For his services to the company as director, and
 - (b) For any other service which he undertakes to the company
- 9 3 The director's remuneration may—
- (a) Take any form, and
 - (b) Include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- 9 4 Unless the director decides otherwise, his remuneration accrues from day to day
- 9 5 Unless the director decides otherwise, he is not accountable to the company for any remuneration which he receives as director or other officer or employee of the company's subsidiaries or of any body corporate in which the company is interested

10 DIRECTOR'S EXPENSES

- 10 1 The company may pay any reasonable expenses which the director and the secretary (if any) properly incurs in connection with the exercise of his powers and the discharge of his responsibilities in relation to the company.

11 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 11 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 Companies Acts, 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 director in respect of such existing or proposed transaction or arrangement in which he is interested,
- (c) shall be entitled to exercise his rights of decision making 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

12 DIRECTOR'S CONFLICTS OF INTEREST

- 12 1 The 100% Shareholder may authorise in any manner he thinks fit any matter or situation proposed to him by the director or (if the 100% Shareholder is the sole director of the company) involving himself which would, if not authorised, involve a director (an Interested Director) breaching his duty under section 175 of the Act to avoid conflicts of interest (Conflict)
- 12 2 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

SHARES

13 PURCHASE OF OWN SHARES

- 13 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) with cash up to any amount in a financial year not exceeding the lower of.
- (a) £15,000, and
 - (b) the value of 5% of the Company's share capital

TRANSFER OF SHARES

14 DEFINITION OF SHARE TRANSFERS

- 14 1 In these articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.

15 RESTRICTION ON SHARE TRANSFERS

- 15 1 No shares shall be transferred to any person unless the transfer is made with the prior written consent of Lawyers Incorporated Limited. The director shall not have any discretion to register any transfer of shares which has not been made in compliance with this article

16 SHARE TRANSFERS

16.1 Subject to article 15.1

- (a) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor
- (b) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- (c) The company may retain any instrument of transfer which is registered.
- (d) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- (e) The director may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

17 TRANSMISSION OF SHARES

17.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share

17.2 A transmittee who produces such evidence of entitlement to shares as the director may properly require, subject to the articles (and in particular to article 18) —

- (a) may choose either to become the holder of those shares or to have them transferred to another person, and
- (b) pending any transfer of the shares to another person, has the same rights as the holder had

17.3 But, subject to article **Error! Reference source not found.**, transmittees do not have the right to attend or vote at a general meeting or to agree to a proposed written resolution in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

18 EXERCISE OF TRANSMITTEE'S RIGHTS

18.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company and Lawyers Incorporated Limited in writing of that wish

18.2 Transmittees may not become the holder of shares to which they have become entitled unless they have obtained the prior written consent of Lawyers

Incorporated Limited. The director shall not have any discretion to register or recognise any transmittee as the holder of shares unless this article has been complied with

- 18 3 If the transmittee wishes to have a share transferred to another person, the transmittee must obtain the prior written consent of Lawyers Incorporated Limited to the transfer and execute an instrument of transfer in respect of it. The director shall not have any discretion to register any transfer of shares which has not been made in compliance with this article.
- 18 4 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

DIVIDENDS AND OTHER DISTRIBUTIONS

19 PROCEDURE FOR DECLARING DIVIDENDS

- 19 1 The company may declare dividends by:
- (a) ordinary resolution, or
 - (b) the decision of the 100% Shareholder taken in any manner which he thinks fit.
- 19 2 The director may decide to pay interim dividends.
- 19 3 Save with the consent of the 100% Shareholder, a dividend must not be declared unless the director has made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 19 4 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 19 5 Unless the shareholders' resolution or 100% Shareholder's decision to declare or director's decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 19 6 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

- 19 7 The director may pay at intervals any dividend payable at a fixed rate if it appears to him that the profits available for distribution justify the payment
- 19 8 If the director acts in good faith, he does not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

DECISION MAKING BY SHAREHOLDERS

20 DECISIONS OF THE 100% SHAREHOLDER

- 20 1 Where the company has a 100% Shareholder, he may take decisions without regard to any of the provisions of the Model Articles relating to decision making by shareholders

ADMINISTRATIVE ARRANGEMENTS

21 MEANS OF COMMUNICATION TO BE USED

- 21 1 Where the company has a 100% Shareholder who is also the sole director of the company, anything sent or supplied by or to the company under the articles may be sent or supplied in any manner which the 100% Shareholder thinks fit, without regard to any provisions of the Model Articles