

COMPANIES ACT 2006
SPECIAL RESOLUTION

Company number: 05528602

Company name: Gutteridge Haskins & Davey Limited

On the 16th day of December 2019 the following enclosed special shareholder resolution was agreed and passed by the members.

Signed:



Name: Craig Stockton

Date: 23 December 2019

MONDAY



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30/12/2019

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COMPANIES HOUSE

Gutteridge Haskins & Davey Limited

(The "Company")

Resignation of Directors

We, the undersigned, being the holder of a majority in nominal value of all the issued shares for the time being conferring the right to vote at general meetings of the Company accept the resignations, pursuant to article 26 of the Company's articles of association, the following person as director of the Company with effect from 16 December 2019.

Full Name:
Mark Charles Ingram

Resignation of Company Secretary

We, the undersigned, being the holder of a majority in nominal value of all the issued shares for the time being conferring the right to vote at general meetings of the Company accept the resignation, pursuant to article 26 of the Company's articles of association, of Michael Douglas Jennings, as company secretary of the Company with effect from 16 December 2019.

Appointment of Directors

We, the undersigned, being the holder of a majority in nominal value of all the issued shares for the time being conferring the right to vote at general meetings of the Company appoint, pursuant to article 26 of the Company's articles of association, the following person to be a director of the Company with effect from 16 December 2019.

FULL NAME:	SIMON CHARLES VERNON LIGHT
FORMER NAME(S):	N/A
RESIDENTIAL ADDRESS:	44 Upper Hall Park Berkhamsted Hertfordshire HP4 2NP United Kingdom
NATIONALITY:	British
BUSINESS OCCUPATION:	Executive GM – UK/Europe/Middle East
DATE OF BIRTH:	09/07/1974
OTHER UK DIRECTORSHIPS CURRENTLY HELD:	Eebee Partners LLP
OTHER UK DIRECTORSHIPS HELD AT ANY TIME DURING THE PRECEDING FIVE YEARS:	Arcadis (UK) Limited Arcadis LLP Arcadis Consulting (UK) Limited King's Cross & St.Pancaras Business Partnership Ltd

Appointment of Assistant Company Secretary

We, the undersigned, being the holder of a majority in nominal value of all the issued shares for the time being conferring the right to vote at general meetings of the Company appoint, pursuant to article 26 of the Company's articles of association, the following persons to be the Assistant Company Secretary of the Company with effect from 16 December 2019.

FULL NAME:	Jennifer Elizabeth Miranda Barnett
FORMER NAME(S):	N/A
RESIDENTIAL ADDRESS:	Dove Cottage Church Road Dodleston Cheshire CH4 9NG United Kingdom
NATIONALITY:	British
BUSINESS OCCUPATION:	Legal Counsel – UK, Europe & Middle East
DATE OF BIRTH:	19/06/1977

Amendment to Articles of Association

We, the undersigned, being the holder of a majority in nominal value of all the issued shares for the time being conferring the right to vote at general meetings of the Company resolve:

1. That the Articles of Association of the Company be amended by deleting all the provisions of the Company's Memorandum of Association which, by virtue of section 28 Companies Act 2006, are to be treated as provisions of the Company's Articles of Association
2. That the Articles of Association set out in the document attached to this resolution document be and they are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association of the Company.

Signed: _____



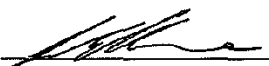
For and on behalf of
GHD Holdings (UK) Pty Ltd

Date: 23 December 2019

Date lodged at registered office:

23 December 2019

Signed: _____



Company Secretary

Company No. 05528602

Articles of Association of Gutteridge Haskins & Davey Limited

Incorporated 5 August 2005

Adopted by written resolution passed on: 16 December 2019

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

GUTTERIDGE HASKINS & DAVEY LIMITED

Adopted by written resolution passed on 16 December 2019

1. **PRELIMINARY**

The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("Model Articles") apply to the Company except in so far as they are excluded or varied by these Articles.

2. **INTERPRETATION**

- 2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

"2006 Act"	the Companies Act 2006 (as amended from time to time)
"these Articles"	these Articles of Association as amended from time to time
"electronic means"	has the meaning given in section 1168 of the 2006 Act
"eligible directors"	has the meaning given in Model Article 8(3)
"Majority Shareholder"	a shareholder or shareholders together holding a majority of the voting rights in the Company (within the meaning of section 1159(1) of and paragraph (2) of Schedule 6 to the 2006 Act)
"Statutes"	the Companies Acts as defined in section 2 of the 2006 Act and every other statute, order, regulation or other subordinate legislation for the time being in force relating to companies and affecting the Company

“United Kingdom”

Great Britain and Northern Ireland

2.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Statutes but excluding any statutory modification of the same not in force when these Articles become binding on the Company.

2.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.

3. DECISIONS OF DIRECTORS

3.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a quorate meeting (including for the avoidance of doubt a decision passed by the exercise by the Chairman of his casting vote) or a decision taken in accordance with article 3.2.

3.2 A decision of the directors may also take the form of a resolution in writing, where a majority of eligible directors have signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing. Model Article 8(2) shall not apply to the Company.

3.3 Separate copies of a document may be used for signing by directors if the wording of the resolution and statement is identical in each copy.

3.4 The resolution is passed when the final director signs such that a majority of eligible directors have voted in favour of the resolution (by way of example the third director signs at a time where there are five eligible directors for voting purposes).

3.5 A facsimile or a scanned copy sent electronically addressed to or received by the Company and purporting to be signed or sent by the director for the purpose of this Article 3 must be treated as a document in writing signed by that director.

4. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be less than two .

5. DIRECTORS' INTERESTS

5.1 Subject to these Articles and the 2006 Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director:

- (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 hold any other office or employment with the Company (other than the office of auditor);
 - (c) 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 in which the Company is in any way interested;
 - (d) may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested (other than as auditor);
 - (e) shall not be accountable to the Company for any benefit which he receives or profits made as a result of anything permitted by **Articles 5.1(a) to (d)** and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 5.2 Except for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which a director or any other interested director may have or where the terms of authorisation of such conflict provide that a director may not vote in situations prescribed by the directors when granting such authorisation, a director will be entitled to participate in the decision making process for voting and quorum purposes on any of the matters referred to in **Articles 5.1(a) to (d)** and in any of the circumstances set out in Model Articles 14(3) and 14(4).
- 5.3 For the purposes of these Articles references to decision making process includes any directors' meeting or part of a directors meeting.
- 5.4 For the purposes of **Article 5.1**:
- (a) a general notice given in accordance with the 2006 Act is to be treated as a sufficient declaration of interest;
 - (b) a director is not required to declare an interest either where he is not aware of such interest or is not aware of the transaction or arrangement in question; and
 - (c) an interest of a director who appoints an alternate director shall be treated as an interest of the alternate director.

6. **APPOINTMENT AND REMOVAL OF DIRECTORS**

In addition to the powers granted by Model Article 17(1), the Majority Shareholder may at any time, and from time to time, appoint any person to be a director, either as an additional director or to fill a vacancy and may remove from office any director however appointed. Any such appointment or removal shall be effected by notice in writing to the Company signed by the Majority Shareholder or, if the Majority

Shareholder is a body corporate, signed by one of its directors or duly authorised officers or by its duly authorised attorney.

7. TERMINATION OF DIRECTOR'S APPOINTMENT

In addition to the circumstances set out in Model Article 18 (a) to (f) (inclusive) a person ceases to be a director as soon as that person is removed from office as a director pursuant to **Article 6**.

8. DIRECTORS' REMUNERATION

Model Article 19 shall not apply to the Company.

8.1 Payment of remuneration

- (a) The directors are to be paid the remuneration that the Company determines by resolution. Where the company is a wholly owned subsidiary of another company then any remuneration of directors shall be determined by the ultimate holding company.
- (b) The Company determines by resolution only the total remuneration to be paid to the directors, and the directors may determine how the total remuneration is divided amongst them.
- (c) Notwithstanding the other provisions of this Article 11 the directors may determine the remuneration to be paid to a managing director and any other executive director of the Company, and this is not included in the total remuneration to be paid to the directors referred to in Article 11.1(b)

9. ALTERNATE DIRECTORS

9.1 Appointment and removal of alternates

- (a) Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by the directors, to
 - (i) exercise that director's powers, and
 - (ii) carry out that director's responsibilities,in relation to participation in directors' meetings and the taking of decisions by the directors in the absence of the alternate's appointor.
- (b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- (c) The notice must:-

- (i) identify the proposed alternate; and
- (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

9.2 Rights and responsibilities of alternate directors

- (a) An alternate director has the same rights, in relation to participation in directors' meetings and the taking of decisions by the directors and in relation to directors' written resolutions, as the alternate's appointor.
- (b) An alternate director may act as an alternate director for more than one appointor.
- (c) Except as these Articles specify otherwise, alternate directors:-
 - (i) are deemed for all purposes to be directors;
 - (ii) are liable for their own acts and omissions;
 - (iii) are subject to the same restrictions as their appointors; and
 - (iv) are not deemed to be agents of or for their appointors.

and, 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.

- (d) A person who is an alternate director but not a director:-
 - (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
 - (ii) 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).

No alternate may be counted as more than one director for such purposes.

- (e) A director who is also an alternate director is entitled, in his absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote 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.
- (f) 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's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

9.3 Termination of alternate directorship

- (a) An alternate director's appointment as alternate terminates:-
- (i) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (ii) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
 - (iii) on the death of the alternate's appointor; or
 - (iv) when the alternate's appointor's appointment as a director terminates.

10. ALTERNATE DIRECTORS' EXPENSES

Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".

11. SHARES

- 11.1 The directors are prohibited from exercising any of the powers conferred upon them by Section 550 of the 2006 Act.
- 11.2 In accordance with section 567(1) and (2) of the 2006 Act, sections 561(1) and 562 (1) to (5) (inclusive) of that Act shall not apply to the Company.
- 11.3 No shares in the Company shall be allotted and no rights to subscribe for or convert any security into shares in the Company shall be granted without the prior consent in writing of the Majority Shareholder nor shall any share be issued at a discount or issued in breach of these Articles or the 2006 Act.
- 11.4 Subject to the Statutes and without prejudice to the rights attached to any other existing shares, the Company may by ordinary resolution re-classify any issued share or share not yet in issue.

12. COMPANY'S LIEN OVER SHARES

- 12.1 The company has a paramount lien (**company's lien**) over every share (not being a fully paid share), for all money (whether presently payable or not) called or payable at a fixed time in respect of that share.

12.2 The company also has a paramount lien on all shares registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future.

12.3 The company's lien over a share:

- (a) takes priority over any third party's interest in that share; and
- (b) extends to all dividends or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.

12.4 The directors may at any time decide that a share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part.

13. **ENFORCEMENT OF THE COMPANY'S LIEN**

13.1 Subject to the provisions of this article, if:

- (a) a lien enforcement notice has been given in respect of a share; and
- (b) the person to whom the notice was given has failed to comply with it,

the company may sell that share in such manner as the directors decide.

13.2 A lien enforcement notice:

- (a) may only be given in respect of a share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the share concerned;
- (c) must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- (d) must be addressed either to the holder of the share or to a transmittee of that holder; and
- (e) must state the company's intention to sell the share if the notice is not complied with.

13.3 Where shares are sold under this article:

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser; and

- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

13.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
- (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable *immediately or at some time in the future*) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice.

13.5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date:

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
- (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

14. **TRANSFER OF SHARES**

Model Article 26(5) shall be amended by the addition of the following words: "The directors may not refuse to register the transfer of a share made with the prior written approval of the Majority Shareholder. In any other case" before the words "the directors may refuse to register".

15. **TRANSMITTEES BOUND BY PRIOR NOTICES**

Model Article 29 shall be amended by the insertion of the words ", or the name of any person nominated under Model Article 27(2), "after the words "the transmittee's name".

16. **NOTICE OF GENERAL MEETINGS**

[Subject to the provisions contained in section 307A of the 2006 Act as to short notice, at least 21 days' notice of a general meeting must be given in writing to those persons who are entitled to receive notices from the Company.]

Every notice convening a general meeting shall:

- 16.1 comply with section 325(1) of the 2006 Act as to giving information to shareholders relating to their right to appoint proxies; and
- 16.2 be given in accordance with section 308 of the 2006 Act, that is in hard copy form, electronic form or by means of a website.

17. COMPANY COMMUNICATION PROVISIONS

17.1 Where:-

- (a) a document or information is sent by delivery registered post (whether in *hard copy or electronic form*) to an address in the United Kingdom and

- (b) the Company is able to show that it was delivered

it is deemed to have been received by the intended recipient.

17.2 Where:-

- (a) a document or information is sent or supplied by electronic means, and

- (b) the Company is able to show that it was properly addressed,

it is deemed to have been received by the intended recipient upon evidence of a digital delivered receipt.

- (c) Not used.

- 17.3 Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section shall be deemed modified by **Articles 18.1, 18.2 and 18.3.**

- 17.4 Subject to any requirements of the 2006 Act only such, documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

18. DIRECTORS' INDEMNITY AND INSURANCE

- 18.1 Subject to, and so far as may be permitted by, the 2006 Act and without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything

done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or of any such associated company and against any such liability incurred by him in connection with the Company's activities as trustee of an occupational pension scheme as defined in section 235(b) of the 2006 Act.

18.2 Subject to the 2006 Act the directors shall purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or associated company.

18.3 Subject to, and so far as may be permitted by, the 2006 Act, the Company shall be entitled to fund the expenditure of every director, former director, alternate director or other officer of the Company incurred or to be incurred:

- (a) in defending any criminal or civil proceedings; or
- (b) in connection with any application under sections 661(3), 661(4) or section 1157 of the 2006 Act.

18.4 Model Articles 52 and 53 shall not apply to the Company.

19. **REGISTERED OFFICE**

The Company's registered office is to be situated in England and Wales