

Company number 01026710  
PRIVATE COMPANY LIMITED BY SHARES  
THE COMPANIES ACT 2006


WRITTEN RESOLUTION  
of  
H. DAVENPORT & SONS LIMITED

The Company hereby gives notice that on 1<sup>ST</sup> JANUARY 2010 the following Resolution was passed by the Company's members as a Written Resolution pursuant to Section 288 of the Companies Act 2006:

**SPECIAL RESOLUTIONS**

- "1. THAT £500,000 of the unissued share capital in the Company be reclassified and re-designated as 'A' ordinary shares of £1 each such shares to bear the rights and responsibilities set out in the Articles of Association to be adopted at Resolution 2 below.
2. THAT the draft Articles of Association attached to this Resolution and initialled by each of us for the purposes of identification be adopted as the Articles of Association of the Company in substitution for and to the exclusion of the current Articles of Association."

Signed:

  
.....  
Chairman

Date:

0 1 . 0 1 . 1 0



**COMPANY REGISTRATION NUMBER 1026710**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**H. DAVENPORT & SONS LIMITED**

**(Adopted by special resolution passed on 1 January 2010)**

## **INTRODUCTION**

### **1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

**'A' Shares:** the ordinary A shares of £1 each in the capital of the Company;

**'A' Shareholders:** the shareholders for the time being of the 'A' Shares;

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

**appointor:** has the meaning given in article 16(1);

**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 public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Compulsory Employee Transfer:** has the meaning defined in article 3.5;

**Conflict:** has the meaning given in article 12.1;

**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);

**Good Leaver:** means an Employee Member who ceases to qualify for all or any of their entitlement to 'A' Shares for one of the following reasons:-

- (a) death;
- (b) wrongful dismissal;
- (c) redundancy;
- (d) an agreed reduction in the number of days worked;
- (e) illness or disablement giving rise to permanent incapacity to continue in employment or a reduction in the number of days to be worked; or
- (f) retirement on or at any time after the 60th birthday of the Employee Member;

**Ordinary Shares:** the ordinary shares of £1 each in the capital of the Company; and

**Model Articles:** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (S/ 2008/3229) as amended prior to the date of adoption of these Articles.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have 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 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 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.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.7 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.9 Article 7 of the Model Articles shall be amended by:
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
  - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 1.11 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.12 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.13 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 28(2)," after the words "the transmittee's name".
- 1.14 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".

## **2. SHARES AND DISTRIBUTIONS**

### **PROHIBITIONS OF TRANSFERS**

- 2.1 Except as specifically provided in these Articles, an 'A' Shareholder shall not be permitted to transfer any of his holding of 'A' Shares. Any attempt to transfer any 'A' Shares in contravention of these Articles shall be invalid and the directors shall not register any such transfer.
- 2.2 Article 2.1 shall not apply to a buy-back of own shares by the Company including, without limitation, a Compulsory Employee Transfer.

- 2.3 Article 2.1 above shall not apply to an obligation to transfer 'A' Shares pursuant to a Come Along Notice served under article 5.2 below.

### 3. QUALIFICATION FOR 'A' SHARES

- 3.1 An 'A' Shareholder shall be entitled, subject to the decision of the directors, to hold a maximum of 2 'A' Shares per full business day of a week in which he is engaged by the Company up to a maximum of 10 'A' Shares.
- 3.2 If an 'A' Shareholder (**the Transferor**) ceases to qualify for some or all of his holding of the 'A' Shares (**the Transfer Shares**) then he shall be deemed to have served notice to the Company on the date of ceasing to so qualify (**the Termination Date**) informing it of his desire to sell the Transfer Shares back to the Company (**the Transfer Notice**).
- 3.3 If an 'A' Shareholder becomes bankrupt then he shall be deemed to have served a Transfer Notice in respect of his entire holding of 'A' Shares on the date of his bankruptcy.
- 3.4 The Transfer Notice is deemed to:
- (a) specify the number and class of the Transfer Shares;
  - (b) constitute the Company by its directors as the Transferor's agent to offer and sell the Transfer Shares to the Company at the Sale Price as determined in accordance with article 4 below; and
  - (c) shall not be withdrawn in any circumstances.
- 3.5 Transfers under this article 3 are in these Articles referred to as **Compulsory Employee Transfers**.

### 4. SALE PRICE

- 4.1 In the event that the Transferor is a Good Leaver then the Sale Price for the purposes of article 3.4 shall be calculated as an amount equal to the change in the value of the Non Qualifying Shares from the date of acquisition until the Termination Date pro rata to the increase or decrease in the net asset value of the Company shown in the annual financial statements without discount for minority.
- 4.2 If the Sale Price calculated in accordance with article 4.1 shall be a negative number then the Sale Price shall be £1 per Non Qualifying Share.
- 4.3 In the event that the Transferor is not a Good Leaver then the Sale Price for the purposes of article 3.4 shall be £1 per Non Qualifying Share.

## **5. COME ALONG AND TAG ALONG**

- 5.1 If the holders of more than 75% of the Ordinary Shares (**the Selling Shareholders**) wish to transfer all their interest in shares pursuant to a bona fide commercial sale to a person not already a member of the Company (**a Third Party Purchaser**) the Selling Shareholders shall have the option (**the Come Along Option**) to require all the other holders of Shares (**the Called Shareholders**) to sell with full title guarantee and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this article 5.
- 5.2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect (**a Come Along Notice**) at any time before the transfer of shares by the Selling Shareholders. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their shares (**the Called Shares**) pursuant to this article 5 and shall name the person to whom they are to be transferred, the price at which the Called Shares are to be transferred (calculated in accordance with article 5.4) and the proposed date of transfer (**Completion**).
- 5.3 A Come Along Notice shall be irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a sale of shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Come Along Notice.
- 5.4 The Called Shareholders shall be obliged to sell each of the Called Shares at the price attributed by the offer from the Third Party Purchaser to each Share.
- 5.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' shares unless:-
- (a) all of the Called Shareholders and the Selling Shareholders agree otherwise; or
  - (b) that date is less than 21 days after the Come Along Notice where it shall be deferred until the 21st day after the Come Along Notice.
- 5.6 If any holder of shares does not on Completion of the sale of Called Shares execute transfer(s) in respect of the Called Shares held by him the directors shall be irrevocably entitled to and shall authorise and instruct such person as they shall think fit to execute all necessary transfer(s) on his behalf and, against receipt by the Company (on trust for such member) of the purchase monies payable for the Called Shares, deliver such transfer(s) to the Third Party Purchaser (or as he may direct) and register the Third Party Purchaser (or as he may direct) as the holder thereof and, after the Third Party Purchaser (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person.

- 5.7 If the Selling Shareholders wish to transfer all their interest in shares to a Third Party Purchaser, the Selling Shareholders shall procure that the Third Party Purchaser shall make an offer to all other holders of shares to acquire their shares (**Non-Assented Shares**) at the price per share offered by the Third Party Purchaser to the Selling Shareholders.
- 5.8 If, in the circumstances set out in article 5.7, the Selling Shareholders fail to procure that the Third Party Purchaser makes an offer to all other holders of shares to acquire the Non-Assented Shares, the Selling Shareholders shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect.
- 5.9 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this article 5.

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

### **6. ENTITLEMENT TO DIVIDENDS**

The entitlement to receive dividends shall only accrue to the holders of the 'A' Shares from the date of 1<sup>st</sup> January following the date on which the respective 'A' Shareholders acquired their 'A' Shares.

## **DIRECTORS**

### **7. UNANIMOUS DECISIONS**

- 7.1 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.
- 7.2 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.
- 7.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

### **8. CALLING A DIRECTORS' MEETING**

- 8.1 Any director may call a directors' meeting by giving not less than 2 business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

8.2 Notice of a directors' meeting shall be given to each director in writing.

## **9. QUORUM FOR DIRECTORS' MEETINGS**

9.1 Subject to article 9.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors.

9.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 12 to authorise a director's conflict, 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.

9.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the shareholders to appoint further directors.

## **10. CASTING VOTE**

10.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote.

## **11. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

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 directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- (c) 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;
- (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 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.

## 12. DIRECTORS' CONFLICTS OF INTEREST

12.1 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 Act to avoid conflicts of interest (**Conflict**).

12.2 Any authorisation under this article 12 will be effective only if:

- (a) to the extent permitted by the Act, 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;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

12.3 Any authorisation of a Conflict under this article 12 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) 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;
- (c) 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;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

- (e) 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
- (f) 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.

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

12.5 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.

12.6 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.

### **13. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

### **14. NUMBER OF DIRECTORS**

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

### **15. APPOINTMENT OF DIRECTORS**

In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right,

by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

## **16. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

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

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

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

16.2 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.

16.3 The notice must:

- (a) identify the proposed alternate; and
- (b) 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.

## **17. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

17.1 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's appointor.

17.2 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors

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.

17.3 A person who is an alternate director but not a director:

- (a) 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);
- (b) 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
- (c) shall not be counted as more than one director for the purposes of articles 17.3(a) and (b).

17.4 A director who is also an alternate director is entitled, in the 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.

17.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be 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.

## **18. TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- (b) 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;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

## **DECISION MAKING BY SHAREHOLDERS**

### **19. ATTENDING AND VOTING AT GENERAL MEETINGS**

The 'A' Shareholders shall not be entitled to receive notice of, attend or vote at any general meetings of the Company.

### **20. POLL VOTES**

20.1 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.

- 20.2 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.

## **21. PROXIES**

- 21.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 21.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

## **ADMINISTRATIVE ARRANGEMENTS**

### **22. MEANS OF COMMUNICATION TO BE USED**

- 22.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 22.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

## **23. INDEMNITY**

- 23.1 Subject to article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) 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 in the actual or purported execution and/or discharge of his duties, or in relation to them 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
- (b) 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 23(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 23.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

- 23.3 In this article:

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

## **24. INSURANCE**

- 24.1 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.

- 24.2 In this article:

- (a) 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));
- (b) 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
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.