

Company number 01274593

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

WINTERSTOKE DECORATORS SUPPLY LIMITED

(Adopted by special resolution passed on 21 July 2020)



1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Articles:

"A Shareholder": means a holder of A Shares.

"A Shares": means the A Ordinary Shares of £1.00 each in the capital of the Company.

"Act": means the Companies Act 2006.

"appointor": has the meaning given in article 5.1.

"Articles": means the company's articles of association for the time being in force.

"B Shareholder": means a holder of B Shares.

"B Shares": means the B Ordinary Shares of £1.00 each in the capital of the Company.

"Board": means the board of directors of the company from time to time.

"Business Day": means any day other than a Saturday, Sunday or public holiday in England on which banks in London are 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).

"Family Member": a direct descendant of Phillip Harold Beasley.

"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.

"Share": means an ordinary share in the capital of the company of whichever class;

"Shareholder": means a holder of ordinary shares in the capital of the company of whichever class

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 or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Any words following 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, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 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.
- 1.10 Articles 21, 44(2), 21, 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.11 Article 7 of the Model Articles shall be amended by:
 - 1.11.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - 1.11.2 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".
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.13 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".
- 1.14 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.15 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) of the Model Articles," after the words "the transmittee's name".
- 1.16 Articles 31(1)(a) to (c) (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". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

Shares

2. Share Capital

- 2.1 The share capital of the Company is divided into A Shares and B Shares.
- 2.2 Each holder of the A Shares shall:-
 - 2.2.1 be entitled to receive notice of, attend and vote at a general meeting of the company on the basis that one A Share shall entitle the holder to one vote;
 - 2.2.2 be entitled to dividends in respect of the profits of the company;
 - 2.2.3 be entitled to receive capital returns and distributions (whether on a winding up or otherwise) made by or in respect of the company.
- 2.3 Each holder of the B Shares shall:-
 - 2.3.1 not be entitled to receive notice of, attend or vote at a general meeting of the company;
 - 2.3.2 be entitled to dividends in respect of the profits of the company;
 - 2.3.3 be entitled to receive capital returns and distributions (whether on a winding up or otherwise) made by or in respect of the company.
- 2.4 The A shares and the B shares are not redeemable or liable to be redeemed at the option of the company or a Shareholder.
- 2.5 Any Share may be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- 2.6 On a sale or transfer of the whole of the undertaking or assets of the company to a third party, the proceeds of such sale or transfer are to be divided equally as between the holders of A Shares and B Shares in proportion to each shareholder's respective shareholding.
- 2.7 All shares shall be identical and rank pari passu except that the profits of the company which are resolved to be divided amongst the shareholders shall be applied in paying to the holders of the respective classes of shares dividends at such respective rates (if any) as the A Shareholders by ordinary resolution shall determine and so that a dividend or dividends may be declared on one or several classes of shares to the exclusion of any class or classes and that dividends at different rates may be declared on the respective classes of shares. The directors may pay an interim dividend or dividends on one or several classes of shares to the exclusion of any class or classes and may pay interim dividends at different rates on the respective classes of shares.

3. Conversion of A and B Shares

- 3.1 A Shares may be converted to B Shares, and, subject to a majority resolution of the A Shareholders, B Shares may be converted to A Shares in each case subject to the terms of any other agreement between the Shareholders relating thereto.

4. Lien

- 4.1 The Company shall have a first and paramount lien on every Share for all moneys (whether presently payable or not) called or payable at a fixed time and in respect of that Share. The Company shall also have a first and paramount lien on all Shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person, whether as a member or not and whether the moneys are presently payable or not. The directors may at any time declare any Share to be wholly or partly exempt from this article. The Company's lien on a Share shall extend to any amount payable in respect of it.

5. Appointment and removal of alternate directors

- 5.1 Any director (appointor) may, subject to the approval of the Board, appoint as an alternate any other director, or any other person approved by the Board, to:

5.1.1 exercise that director's powers; and

5.1.2 carry out that director's responsibilities,

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

- 5.2 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 Board.

- 5.3 The notice must:

5.3.1 identify the proposed alternate; and

5.3.2 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.

6. Rights and responsibilities of alternate directors

- 6.1 Subject to the approval of the Board, 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.

- 6.2 Except as the Articles otherwise specify or as the Board may otherwise determine, alternate directors:

- 6.2.1 are deemed for all purposes to be directors;
- 6.2.2 are liable for their own acts and omissions;
- 6.2.3 are subject to the same restrictions as their appointors; and
- 6.2.4 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.

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

- 6.3.1 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);
- 6.3.2 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
- 6.3.3 shall not be counted as more than one director for the purposes of article 6.3.1 and article 6.3.2.

6.4 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).

6.5 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.

7. Termination of alternate directorship

7.1 An alternate director's appointment as an alternate terminates:

- 7.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- 7.1.2 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;
- 7.1.3 on the death of the alternate's appointor;
- 7.1.4 when the alternate's appointor's appointment as a director terminates; or

7.1.5 as the Board may otherwise determine.

8. Secretary

- 8.1 The directors may appoint any person who is 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.

Shares

9. Purchase of own shares

- 9.1 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:

9.1.1 £15,000; and

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

Decision making by shareholders

10. Poll votes

- 10.1 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.
- 10.2 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.

11. Proxies

- 11.1 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".
- 11.2 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

12. Notices

12.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

12.1.1 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;

12.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

12.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

12.1.4 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.

12.2 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.

13. Indemnity

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

13.1.1 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

- 13.1.2 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.
- 13.2 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.
- 13.3 In this article:
 - 13.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 13.3.2 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).

14. Insurance

- 14.1 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.
- 14.2 In this article:
 - 14.2.1 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);
 - 14.2.2 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
 - 14.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.