

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **12882487**

The Registrar of Companies for England and Wales, hereby certifies that

QRC HOLDINGS LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **16th September 2020**



* N12882487R *



Companies House



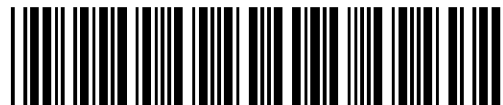
THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **15/09/2020**

X9DNJEDN

Company Name in full:

QRC HOLDINGS LIMITED

Company Type:

Private company limited by shares

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**C/O BLANCHE & CO THE LANTERNS 16 MELBOURN STREET
ROYSTON
HERTFORDSHIRE
UNITED KINGDOM SG8 7BX**

Sic Codes:

72190

Proposed Officers

Company Director ***1***

Type: **Person**

Full Forename(s): **MR ALEXANDER RICHARD**

Surname: **GAGE**

Service Address: **C/O BLANCHE & CO THE LANTERNS 16 MELBOURN STREET
ROYSTON
HERTFORDSHIRE
UNITED KINGDOM SG8 7BX**

***Country/State Usually
Resident:*** **UNITED KINGDOM**

Date of Birth: ****/08/1972** ***Nationality:*** **BRITISH**

Occupation: **COMPANY
DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director **2**

Type: Person

Full Forename(s): DR SARAH LOUISE

Surname: **NICHOLSON**

***Service Address:* C/O BLANCHE & CO THE LANTERNS 16 MELBOURN STREET
ROYSTON
HERTFORDSHIRE
UNITED KINGDOM SG8 7BX**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/12/1978** *Nationality:* **BRITISH**

Occupation: COMPANY
DIRECTOR

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	2
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	2
<i>Prescribed particulars</i>			

FULL RIGHTS TO RECEIVE NOTICE OF, ATTEND AND VOTE AT GENERAL MEETINGS. ONE SHARE CARRIES ONE VOTE, AND FULL RIGHTS TO DIVIDENDS AND CAPITAL DISTRIBUTIONS (INCLUDING UPON WINDING UP).

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	2
		<i>Total aggregate nominal value:</i>	2
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

Name: **ALEXANDER RICHARD
GAGE**

Class of Shares: **ORDINARY**

Address **C/O BLANCHE & CO THE
LANTERNS 16 MELBOURN
STREET
ROYSTON
HERTFORDSHIRE
UNITED KINGDOM
SG8 7BX**

Number of shares: **1**
Currency: **GBP**
*Nominal value of each
share:* **1**
Amount unpaid: **0**
Amount paid: **1**

Name: **SARAH LOUISE
NICHOLSON**

Class of Shares: **ORDINARY**

Address **C/O BLANCHE & CO THE
LANTERNS 16 MELBOURN
STREET
ROYSTON
HERTFORDSHIRE
UNITED KINGDOM
SG8 7BX**

Number of shares: **1**
Currency: **GBP**
*Nominal value of each
share:* **1**
Amount unpaid: **0**
Amount paid: **1**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **ALEXANDER RICHARD GAGE**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/08/1972** ***Nationality:*** **BRITISH**

Service Address: **C/O BLANCHE & CO THE LANTERNS 16 MELBOURN STREET
ROYSTON
UNITED KINGDOM
SG8 7BX**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50 % of the shares in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.

Individual Person with Significant Control details

Names: SARAH LOUISE NICHOLSON

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: **/12/1978 ***Nationality:*** BRITISH

Service Address: C/O BLANCHE & CO THE LANTERNS 16 MELBOURN STREET
ROYSTON
UNITED KINGDOM
SG8 7BX

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50 % of the shares in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **ALEXANDER RICHARD GAGE**

Authenticated **YES**

Name: **SARAH LOUISE NICHOLSON**

Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association

Of

QRC HOLDINGS LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber

Alexander Richard Gage
Sarah Louise Nicholson

Dated: 14th September 2020

Company Number:

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
of
QRC HOLDINGS LIMITED**

1 PRELIMINARY

1.1 In these Articles:

"**the Act**" means the Companies Act 2006.

"**Articles**" means the Company's articles of association for the time being in force.

"**Board**" means the board of directors of the Company and "**Director**" means any of them.

"**Ordinary Shares**" means ordinary shares of £1.00 each in the capital of the Company.

"**Shares**" means Shares (of any class) in the capital of the Company and "**Shareholder**" shall mean any registered holder of any Share.

1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

1.3 **Model Articles:** The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "**Model Articles**") in force as at the date of adoption of these Articles shall apply to the Company save in so far as they are excluded or modified by or are inconsistent with these Articles and such Model Articles (save as so excluded or modified or inconsistent) and the articles set out below shall be the Articles of Association of the Company. Model Articles 11(2), 14(1) – (4), 21, 26(5), 27(2), 52 and 53 do not apply to the Company.

1.4 The objects of the Company are unlimited.

2 LIMITED LIABILITY AND SHARE CAPITAL

2.1 The liability of the holders of any Shares shall be limited to the amount (if any) unpaid on the Shares held by them.

2.2 The share capital of the Company is divided into ordinary shares of £1.00 each.

3 ISSUE OF SHARES

- 3.1 Unless otherwise agreed by the prior written consent of the holders of not less than 75% in nominal value of the issued Shares or by special resolution of the Shareholders passed in general meeting, all shares shall, before they are issued, be offered to the existing holders of Shares in proportion, as nearly as may be practicable, to the number of existing Shares held by them respectively. Such offer shall be made by notice in writing to each such holder specifying the number of Shares offered to him and the subscription price therefor and inviting him to state in writing within such period as the Board may prescribe (being not less than fourteen days after the date of the notice) whether he wishes to accept any, and if so what number, of Shares offered to him and whether he wishes to subscribe for Shares in excess of his entitlement and, if so, what maximum number. If within such period, such holders have expressed their willingness to accept all or any of the Shares offered to them, such Shares shall be so issued to them accordingly.

Any Shares not taken up pursuant to such offer as aforesaid and any Share released from the provisions of this Article with any such written consent shall be under the control of the Board who may allot, grant options over or otherwise dispose of the same to such persons on such terms and in such manner as it thinks fit provided that in the case of any Shares not disposed of pursuant to such offer as aforesaid, such Shares shall not be disposed of on terms more favourable to the subscribers therefor than the terms on which they were offered to the Company's existing Shareholders.

- 3.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act does not apply to an allotment of equity securities made by the Company.

4 TRANSFER OF SHARES

- 4.1 No Shareholder may transfer any Shares, and the Directors shall not register any such transfer, except with the agreement of all of the other Shareholders.

- 4.2 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.

- 4.3 If a Shareholder transfers (or purports to transfer) a Share other than as permitted by Article 4.1, the Directors shall, on becoming aware of the same, notify the holder of such Shares of that fact in writing and, if the holder fails to remedy that situation to the reasonable satisfaction of the Board within 14 days of delivery of such written notice, then the relevant Shares shall cease to confer on the holder of them any rights:

4.3.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;

4.3.2 to receive dividends or other distributions otherwise attaching to those Shares.

- 4.4 The Directors may reinstate the rights referred to in Article 4.3 at any time and, in any event, such rights shall be reinstated in respect of any Shares which shall be transferred to any person in accordance with these Articles.

5 GENERAL MEETINGS

- 5.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two members present in person or by proxy shall be a quorum for all purposes save where there are less than two members in which event all the members must be present to form a quorum.
- 5.2 The Chairman at any general meeting shall not be entitled to a second or casting vote.
- 5.3 The accidental omission to give notice of a meeting to any member entitled to receive notice of and attend and vote at general meetings shall not invalidate the proceedings at that meeting.

6 ALTERNATE DIRECTORS

- 6.1 Any Director (other than an alternate director) may at any time by writing under his hand and deposited at the registered office of the Company, or delivered at a meeting of the Directors, appoint any person to be his alternate director (for all or any limited purposes and provided that such person, if not himself a Director, has been approved by the Board) and may in like manner at any time terminate such appointment. The appointment of an alternate director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director. Every person acting as an alternate director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director) and shall be counted in the quorum (subject to these Articles) if he holds office only as an alternate director.
- 6.2 Subject to the terms of appointment of the alternate director, an alternate director shall be entitled to receive notice of all meetings of the Directors and of all meetings of committees of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director at any such meetings at which his appointor is not personally present and generally at such meetings to perform all the functions of his appointor as a Director in his absence and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability, an alternate director's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor.
- 6.3 An alternate director shall not (save as aforesaid) have power to act as a Director or be deemed to be a Director for the purposes of these Articles.
- 6.4 An alternate director may be repaid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any remuneration except only such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

7 PROCEEDINGS OF DIRECTORS

- 7.1 Subject to the provisions of these Articles and to any agreement from time to time between the Shareholders, the Directors may regulate their proceedings as they think fit.

- 7.2 The quorum for the transaction of business at any meeting of the Directors (or part of a meeting as referred to below) shall be two Directors save where there are less than two directors in office in which event one director shall form a quorum. A sole director shall be able to exercise all the powers and authorities vested in the Directors.
- 7.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 9 to authorise a Conflict (as defined in Article 9), if there are less than two Directors in office eligible to vote other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Director who is so eligible.
- 7.4 The Chairman of Board shall not have a second or casting vote.
- 7.5 All business arising at any meeting of the Directors or of any committee of the Directors shall be determined only by resolution and no such resolution shall be effective unless approved by a majority of the Directors.
- 7.6 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 7.7 The continuing Directors (provided that there is a quorum as defined above) may act notwithstanding any vacancies in their number.

8 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 Act, 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 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 existing or proposed transaction or arrangement in which he is interested;
- (c) 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;
- (d) 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
- (e) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) 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.

9 DIRECTORS' CONFLICTS

9.1 The Directors may, in accordance with the requirements set out in this Article 9, 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**").

9.2 Any authorisation under this Article 9 will be effective only if:

- (a) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (b) 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.

9.3 Any authorisation of a Conflict under this Article 9 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 entitled to vote on the matter at a meeting of Directors 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) 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.

9.4 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.

9.5 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 in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

9.6 A Director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been approved by the Directors pursuant to this Article 9. In particular, the Director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he fails:

- (a) to disclose any such information to the board or to any director or other officer or employee of the Company; and/or
- (b) to use or apply any such information in performing his duties as a director of the Company.

10 NOTICES

10.1 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including facsimile, and a notice communicated by any such form of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed.

10.2 A notice required by these Articles to be given by the Company may be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article, "address" in relation to electronic communications includes any number or address used for the purposes of such communications

10.3 Subject to Article 10.4, 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, 24 hours after it was posted (or seven days after posting to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom);
- (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 facsimile or other 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.

10.4 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.

- 10.5 Every Director of the Company and every alternate Director shall be entitled to receive notices of general meetings.

11 INDEMNITY

- 11.1 Subject to the provisions of and to the extent permitted by law, every Director or other officer (excluding the Auditors) is entitled to be indemnified out of the assets of the Company against all liabilities which he may incur in or in connection with the performance or purported performance of his duties or the exercise, or the purported exercise, of his powers.
- 11.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring such Director against such risks in relation to this office as such Director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

12 LIEN

- 12.1 The Company has a first and paramount lien on all Shares (whether or not such Shares are fully paid) registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder thereof or is one of two or more joint holders, for all moneys payable by him or his estate to the Company (whether or not such moneys are presently due and payable and whether payable in respect of monies unpaid on such Shares or otherwise). The Company's lien over Shares takes priority over any third party's interest in such Shares and extends to any dividend or other money payable by the Company in respect of such Shares and (if the Company's lien is enforced and such Shares are sold by the Company) the proceeds of sale of such Shares.
- 12.2 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.
- 12.3 Subject to the provisions of this Article, if a notice of the Company's intention to enforce the lien ("lien enforcement notice") has been sent in respect of the Shares and the person to whom the lien enforcement notice was sent has failed to comply with it, the Company may sell those Shares in such manner as the Directors decide.
- 12.4 A lien enforcement notice may only be sent in respect of Shares if a sum is payable to the Company by the sole registered holder or one of two or more joint registered holders of such shares and the due date for payment of such sum has passed and must specify the Shares concerned and include a demand for payment of the sum payable within 14 days. It must be addressed either to the holder of such Shares or to a person entitled to such Shares by reason of the holder's death, bankruptcy or otherwise and must state the Company's intention to sell the Shares if the notice is not complied with.
- 12.5 If Shares are sold under this Article, the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser and 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.
- 12.6 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, in payment 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 a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice.

12.7 A statutory declaration by a Director or the secretary that the declarant is a Director or the secretary and that a Share has been sold to satisfy the Company's lien on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.

13 CALL NOTICES

13.1 Subject to the Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**Call Notice**") to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a "**Call**") which is payable to the Company in respect of amounts unpaid on any Shares at the date when the Directors decide to send the Call Notice. A Call Notice must state when and how any Call to which it relates is to be paid and may permit or require the Call to be made in instalments.

13.2 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent. Until the Call is paid, that person must pay the Company interest on the Call from the Call payment date at the rate of 5% per annum.

13.3 Before the Company has received any Call due under a Call Notice the Directors may revoke it wholly or in part, specify a later time for payment than is specified in the notice or by a further notice in writing to the Shareholder in respect of whose Shares the Call is made.

13.4 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share on allotment, on the occurrence of a particular event or on a date fixed by or in accordance with the terms of issue.

13.5 If a person is liable to pay a Call and fails to do so by the Call payment date, the Directors may issue a notice of lien enforcement notice to that person and until payment in full of a Call, the relevant Shares shall not carry a right to vote in any circumstances including in respect of any resolution of any class of Shares.