

**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTION OF**  
**BITUCHEM HOLDINGS LIMITED ("the Company")**

CIRCULATION DATE. 6<sup>th</sup> May 2016  
LAPSE DATE: 3<sup>rd</sup> June 2016

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the director of the Company hereby proposes that the following Resolution is passed (the "**Resolution**")

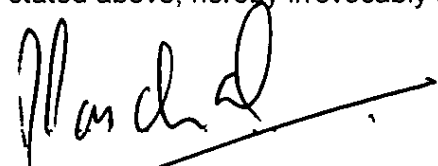
**SPECIAL RESOLUTION**

**THAT** the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

**AGREEMENT**

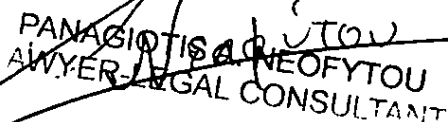
Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, being the persons entitled to vote on the Resolution on the circulation date stated above, hereby irrevocably agree to the Resolution



On behalf of Inter-Euro-Investments Limited

6-5-2016.  
Date



PANAGIOTIS APOSTOLIOU  
LAWYER-LEGAL CONSULTANT

**NOTES**

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above before returning it to the Company using one of the following methods
  - **By hand** delivering the signed copy to the Company's registered address
  - **By post** returning the signed copy by post to the Company's registered address

SATURDAY



A22 28/05/2016 #152  
COMPANIES HOUSE

If you do not agree with the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 Unless prior to the lapse date sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us prior to or on this date
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Dated ~~2015~~

6<sup>th</sup> May 2016

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**ARTICLES OF ASSOCIATION**

of

**Bituchem Holdings Limited**

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**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

Bituchem Holdings Limited (Company number 02334866)

**(Adopted by special resolution passed on 6<sup>th</sup> May 2016)**

**Introduction**

**1. Interpretation**

- 1 1 The following definitions and rules of interpretation apply in these Articles
- |                            |                                                                                                                                                                                                                       |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Act"</b>               | means the Companies Act 2006                                                                                                                                                                                          |
| <b>"Articles"</b>          | means the company's articles of association for the time being in force                                                                                                                                               |
| <b>"Business Day"</b>      | means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business                                                                                               |
| <b>"Conflict"</b>          | has the meaning given in article 8 1                                                                                                                                                                                  |
| <b>"Eligible director"</b> | 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)                               |
| <b>"Model Articles"</b>    | 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 or statutory provision is a reference to it as it is in force on the date when these Articles become binding on the Company

- 1 6 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date on which these Articles become binding on the Company 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 8, 9(1) and (3), 11(2) and (3), 14(1), (2), (3) and (4), 17(2), 18(e), 44(2), 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 " 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 11," 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"

## Directors

### **2. Unanimous decisions**

- 2 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

- 2 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
- 2 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

### **3. Calling a directors' meeting**

Any director may call a directors' meeting by giving not less than 10 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

### **4. Quorum for directors' meetings**

- 4 1 Subject to article 4 2, the quorum for the transaction of business at a meeting of directors is any two eligible directors, one of whom shall be Paul Paschali
- 4 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 8 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
- 4 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
- 4 3 1 to appoint further directors, or
- 4 3 2 to call a general meeting so as to enable the shareholders to appoint further directors

### **5. Chairman**

- 5 1 Whilst he is a director of the Company, Mr Paul Paschali shall be the chairman
- 5 2 Article 5 1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting)

### **6. Shareholder's reserved powers**

- 6 1 In addition to the provisions contained in Article 4 of the Model Articles, the following matters shall require the consent of 100% of the shareholders of the Company
- 6 1 1 any change in the nature or scope of the business or the operation of the Company including but not limited to the following
- 6 1 1 1 expansion and/or reduction of the Company's areas of business and/or product range, including sale of the business or part thereof,

- 6 1 1 2 any acquisition, alienation, encumbering, leasing and letting and in any other way obtaining and giving the use or benefit of property of the Company, or
- 6 1 1 3 incurring of capital expenditure in respect of a single item (or related series of items) in excess of £5,000 per year or its equivalent in other currencies
- 6 1 2 any decision or action which resolves on or otherwise leads to the following
  - 6 1 2 1 creation of any mortgage, charge or other encumbrance or security interest of any nature over the whole or any part of the Company's assets, property or undertaking,
  - 6 1 2 2 acquisition or disposal (whether in a single transaction or by a series of transactions) of any business (or any part of any business) or any shares stocks, bonds or mutual funds and the like or any other property or assets of any nature whatsoever,
  - 6 1 2 3 subscription for any shares, stocks, bonds or mutual funds and the like,
  - 6 1 2 4 taking out or servicing loans or other form of financing or borrowing or raising money over and above the existing facilities of the Company at the date of the adoption of these articles,
  - 6 1 2 5 making any loan or payment to or entering into of any guarantee or providing any other security in respect of the obligations of any natural or legal person or body of same,
  - 6 1 2 6 issuing of bonds, promissory notes or other securities or creating any other encumbrance or other party right over any of the Company's assets or the giving by the Company of any guarantee or indemnity,
  - 6 1 2 7 borrowing through issuing of bonds or convertible stock,
  - 6 1 2 8 giving of securities, repurchasing obligations, guarantees or other forms of security,
  - 6 1 2 9 entering into agreements with any shareholders or any of their respective affiliates, associates or close relatives or their subsidiaries or parent companies or to the extent applicable, with any of the directors or other officers or employees of any of the foregoing,
  - 6 1 2 10 making any passive or active investments in other companies or legal entities, including the entering into of joint venture agreements, mergers, divisions, re-organisations or restructuring,
  - 6 1 2 11 making any gift or donation in excess of £100,

- 6 1 2 12 appointing or removing anyone as the Chairman, the Chief Executive, the Chief Financial Officer, the Company Secretary, the bankers or the lawyers of the Company and the determination of the terms of the engagement, appointment, retainer or employment (as the case may be) of any such person,
- 6 1 2 13 occurrence of indebtedness or the issuance of performance bonds or letters of comfort,
- 6 1 2 14 formation of subsidiaries,
- 6 1 2 15 any issue and/or allotment of any share capital whether equity or preference, including the determination of terms for payments and subscriptions,
- 6 1 2 16 making of any call for unpaid share subscription moneys,
- 6 1 2 17 the appointment of the managing director, the general manager and of the other managers of the Company and the determination of their emoluments and the termination, extension or the renewal of their employment,
- 6 1 2 18 the approval of registration of any transfer of shares in the Company,
- 6 1 2 19 the distribution of profits or the proposal for payment or declaration of any dividend or other distribution,
- 6 1 2 20 striking the Company off the register, or
- 6 1 2 21 merger or amalgamation or split, transformation, extension of duration, winding up or dissolution of Company

## **7 Transactions or other arrangements with the company**

- 7 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and to article 6 1 above, 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
  - 7 1 1 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,
  - 7 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
  - 7 1 3 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,

- 7 1 4 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,
- 7 1 5 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
- 7 1 6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

## 8. Directors' conflicts of interest

- 8 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"**)
- 8 2 Any authorisation under this article 8 will be effective only if
  - 8 2 1 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,
  - 8 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director, and
  - 8 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted
- 8 3 Any authorisation of a Conflict under this article 8 may (whether at the time of giving the authorisation or subsequently)
  - 8 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
  - 8 3 2 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,

- 8 3 3 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,
  - 8 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
  - 8 3 5 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
  - 8 3 6 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
- 8 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
- 8 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
- 8 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

## **9. 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

## **10. Number of directors**

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

## **11 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

## **12 Secretary**

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**

### **13. Purchase of own shares**

13 1 Subject to the Act but without prejudice to any other provision of these Articles including (without limitation) article 6, 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

13 1 1 £15,000, and

13 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**

### **14. Poll votes**

14 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

14 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

### **15. Proxies**

15 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"

15 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



**16. Means of communication to be used**

- 16 1 Subject to article 16 2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient
  - 16 1 1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address, or
  - 16 1 2 if sent by fax, at the time of transmission, or
  - 16 1 3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9 00 am on the second Business Day after posting, or
  - 16 1 4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9 00 am on the fifth Business Day after posting, or
  - 16 1 5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address, or
  - 16 1 6 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied, or
  - 16 1 7 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, or
  - 16 1 8 if deemed receipt under the previous paragraphs of this article 16 1 would occur outside business hours (meaning 9 00 am to 5 30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9 00 am on the day when business next starts in the place of deemed receipt For the purposes of this article, all references to time are to local time in the place of deemed receipt
- 16 2 To prove service, it is sufficient to prove that
  - 16 2 1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address, or
  - 16 2 2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number, or
  - 16 2 3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted, or
  - 16 2 4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient

## **17 Indemnity**

17 1 Subject to article 17 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

17 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

17 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 17 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

17 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

17 3 In this article

17 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

17 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))

## **18. Insurance**

18 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

18 2 In this article

18 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)),

18 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

18 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate