

Company Number 10736407

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

AMPEK LIMITED
(the "Company")

ORDINARY RESOLUTION AND SPECIAL RESOLUTIONS

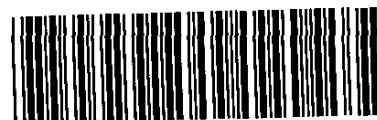
Passed on 25-12-2018

The following ordinary resolution and special resolutions were passed by the members of the Company by way of a written resolution on the date stated above:

ORDINARY RESOLUTION

1. THAT, in accordance with section 551 of the Act, the directors of the Company be unconditionally authorised to allot the following shares in the capital of the Company having the rights and subject to the restrictions set out in the articles to be adopted pursuant to resolution 3. Unless renewed, varied or revoked by the Company, this authority shall expire on the date falling five years from the date of this resolution. This authority revokes and replaces all unexercised authorities previously granted to the directors of the Company.
 - 1.1 1,000 A Shares of 10p;
 - 1.2 1,000 B Shares of 10p;
 - 1.3 1,000 C Shares of 10p;
 - 1.4 1,000 D Shares of 10p;
 - 1.5 1,000 E Shares of 10p;
 - 1.6 1,000 F Shares of 10p;
 - 1.7 1,000 G Shares of 10p;
 - 1.8 1,000 H Shares of 10p;
 - 1.9 1,000 I Shares of 10p;
 - 1.10 1,000 J Shares of 10p;

SATURDAY



A19 *A7XFY95S* 19/01/2019 #85
COMPANIES HOUSE

1.11 1,000 K Shares of 10p; and

1.12 1,000 L Shares of 10p.

SPECIAL RESOLUTIONS

2. THAT, subject to the passing of resolution 1 and in accordance with section 570 of the Act, the directors of the Company be generally empowered to allot equity securities (as defined in section 560 of the 2006 Act) pursuant to the authority conferred by resolution 1, as if section 561(1) of the 2006 Act did not apply to any such allotment.
3. THAT the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.


.....

25 / 12 /2018

Director

THE COMPANIES ACT 2006
PRIVATE LIMITED COMPANY HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
AMPEK LIMITED

1. Interpretation

1.1 In these Articles, the following words have the following meanings:

A Share: a share of 10p in the capital of the Company designated as an Ordinary A Share;

Act: the Companies Act 2006;

Articles: the Company's articles of association for the time being in force;

B Share: a share of 10p in the capital of the Company designated as a Ordinary B Share;

Business Day: 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;

C Share: a share of 10p in the capital of the Company designated as an Ordinary C Share;

Conflict: has the meaning given in Article 9;

D Share: a share of 10p in the capital of the Company designated as an Ordinary D Share;

E Share: a share of 10p in the capital of the Company designated as an Ordinary E Share;

F Share: a share of 10p in the capital of the Company designated as an Ordinary F Share;

Fair Value: in relation to shares in the capital of the Company, their fair value as determined by such accountants or valuers as the directors select, based on the following bases and assumptions:

- (a) valuing each of the Shares as a proportion of the total value of all the issued shares in the capital of the Company with a premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Shares;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) the sale is to be on arms' length terms between a willing seller and a willing buyer;
- (d) the shares are sold free of all encumbrances;
- (e) the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
- (f) to take account of any other factors that the accountants or valuers reasonably believe should be taken into account.

Family Trust: in relation to an individual Shareholder, a trust or settlement the beneficiaries of which are solely that individual Shareholder and/or his Privileged Relations.

G Share: a share of 10p in the capital of the Company designated as an Ordinary G Share;

H Share: a share of 10p in the capital of the Company designated as an Ordinary H Share;

I Share: a share of 10p in the capital of the Company designated as an Ordinary I Share;

Interested Director: has the meaning given in Article 9;

J Share: a share of 10p in the capital of the Company designated as an Ordinary J Share;

K Share: a share of 10p in the capital of the Company designated as an Ordinary K Share;

L Share: a share of 10p in the capital of the Company designated as an Ordinary L Share;

Model Articles: 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;

Ordinary Share: a share of £1 in the capital of the Company designated as an Ordinary Share;

Privileged Relations: in relation to any shareholder, his children and lineal descendants (excluding stepchildren), and his siblings and their lineal descendants (excluding stepchildren);

Writing or written: the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 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 but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 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.
- 1.5 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.6 Words denoting any gender shall include both the other genders.
- 1.7 No amendment shall be made to these Articles without the consent of all the shareholders.

2. Adoption of the Model Articles

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

2.2 Articles 5, 6, 7, 8, 9(1), 11 to 14 (inclusive), 16, 21, 26(5), 27 to 29 (inclusive), 30(5), 30(6), 36, 38, 39, 41, 43, 44(2) and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company.

2.3 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".

2.4 Subject to the articles, the directors may (provided that they all agree in advance to the delegation and its terms) delegate any of the powers which are conferred on them under the articles:

2.4.1 to such person;

2.4.2 by such means (including by power of attorney);

2.4.3 to such an extent;

2.4.4 in relation to such matters or territories; and

2.4.5 on such terms and conditions;

as they think fit. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. The directors may (provided that they all agree in advance to such action) revoke any delegation in whole or part, or alter its terms and conditions.

3. Directors' meetings

3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with Article 5.

3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

3.3 All decisions made at any meeting of the directors shall be made by majority resolution.

3.4 Subject to Article 9, at a meeting of directors, on any resolution proposed, each director shall have one vote.

3.5 The directors may not establish or appoint committees.

4. Unanimous decisions of directors

4.1 A decision of the directors is taken in accordance with this article when all directors indicate to each other by any means that they share a common view on a matter.

4.2 Such a decision may take the form of a resolution in writing, where each director has signed one or more copies of it, or to which each director has otherwise indicated agreement in writing.

5. Number of directors and Secretary

5.1 There shall be no maximum or minimum number of directors.

5.2 The Company may appoint a secretary, but shall not be obliged to do so.

6. Calling a directors' meeting

Any director may call a meeting of directors by giving reasonable notice of the meeting to each director.

7. Quorum for directors' meetings

7.1 The quorum at any meeting of the directors (including adjourned meetings) shall be three, unless there are fewer than three directors in office, or there are fewer than three directors who are not Interested Directors (as defined

by Article 9), when it shall be all the directors, or all the directors who are not Interested Directors, as applicable.

7.2 The quorum shall also be one for the purposes of passing a resolution to authorise an Interested Director's Conflict.

7.3 No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on.

8. Chairing of directors' meetings

8.1 The directors may from time to time appoint and remove a chairman from their number.

8.2 In the event of an equality of votes, the chairman shall have a casting vote.

9. Directors' interests

9.1 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**").

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

9.2.1 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 or in such other manner as the directors may determine;

9.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

9.2.3 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):

9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

9.3.2 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;

9.3.3 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;

9.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

9.3.5 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

9.3.6 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.

- 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 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.
- 9.6 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.

10. Appointment and removal of directors

- 10.1 The shareholders may by ordinary resolution appoint additional directors to the board, and may by ordinary resolution remove any director whether or not so appointed. Any such appointment or removal shall be effected by a shareholder giving notice in writing to the Company, following the shareholders' resolution.
- 10.2 In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing to the Company, to appoint a person to be a director. For the purposes of this article, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

10.3 No director shall be appointed or removed otherwise than pursuant to these articles, save as provided by law.

10.4 The directors may not appoint alternate directors.

11. Share capital

11.1 The issued share capital of the Company as at the date of adoption of these articles is £1,600 (one thousand and six hundred pounds) divided into:

11.1.1 400 (four hundred) Ordinary Shares of £1;

11.1.2 1,000 (one thousand) Ordinary A Shares of 10p;

11.1.3 1,000 (one thousand) Ordinary B Shares of 10p;

11.1.4 1,000 (one thousand) Ordinary C Shares of 10p;

11.1.5 1,000 (one thousand) Ordinary D Shares of 10p;

11.1.6 1,000 (one thousand) Ordinary E Shares of 10p;

11.1.7 1,000 (one thousand) Ordinary F Shares of 10p;

11.1.8 1,000 (one thousand) Ordinary G Shares of 10p;

11.1.9 1,000 (one thousand) Ordinary H Shares of 10p;

11.1.10 1,000 (one thousand) Ordinary I Shares of 10p;

11.1.11 1,000 (one thousand) Ordinary J Shares of 10p;

11.1.12 1,000 (one thousand) Ordinary K Shares of 10p;

11.1.13 1,000 (one thousand) Ordinary L Shares of 10p;

11.2 Except as otherwise provided in these Articles, the Ordinary Shares, the A Shares, the B Shares, the C Shares, the D Shares, the E Shares, the F Shares, the G Shares, the H Shares, the I Shares, the J Shares, the K Shares

and the L Shares shall rank *pari passu* in all respects (including as regards voting rights, dividend rights and rights to a return of capital on a winding up) but shall constitute separate classes of shares.

- 11.3 The Ordinary Shares, the A Shares, the B Shares, the C Shares, the D Shares, the E Shares, the F Shares, the G Shares, the H Shares, the I Shares, the J Shares, the K Shares and the L Shares shall all confer upon their holders the right to receive notice of and attend and vote at general meetings of the Company.
- 11.4 Each of the Ordinary Shares shall confer upon their holder the right to cast 10 (ten) votes on any resolution proposed at a general meeting of the Company.
- 11.5 Each of the A Shares, the B Shares, the C Shares, the D Shares, the E Shares, the F Shares, the G Shares, the H Shares, the I Shares, the J Shares, the K Shares and the L Shares shall confer upon their holder the right to cast 1 (one) vote on any resolution proposed at a general meeting of the Company.
- 11.6 Any shareholders' resolution proposed as a written resolution shall be proposed in a form that provides shareholders with the ability to cast their votes against as well as in favour of such resolution.
- 11.7 The Company may (subject to the Act) declare and pay dividends on any or all of the A Shares, the B Shares, the C Shares, the D Shares, the E Shares, the F Shares, the G Shares, the H Shares, the I Shares, the J Shares, the K Shares and the L Shares. The Company may declare different amounts of dividend on different classes of share.
- 11.8 The Company may not declare or pay dividends on the Ordinary Shares.
- 11.9 On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any shares), the surplus assets of the

Company remaining after the payment of its liabilities shall be applied in the following order of priority:

- 11.9.1 first, in paying to each holder of the Ordinary Shares in respect of each Ordinary Share of which it is the holder, an amount equal to the par value of that Ordinary Share;
- 11.9.2 second, in paying to each holder of A Shares in respect of each A Share of which it is the holder, an amount equal to the par value of that A Share;
- 11.9.3 third, in paying to each holder of B Shares in respect of each B Share of which it is the holder, an amount equal to the par value of that B Share;
- 11.9.4 fourth, in paying to each holder of C Shares in respect of each C Share of which it is the holder, an amount equal to the par value of that C Share;
- 11.9.5 fifth, in paying to each holder of D Shares in respect of each D Share of which it is the holder, an amount equal to the par value of that D Share;
- 11.9.6 sixth, in paying to each holder of E Shares in respect of each E Share of which it is the holder, an amount equal to the par value of that E Share;
- 11.9.7 seventh, in paying to each holder of F Shares in respect of each F Share of which it is the holder, an amount equal to the par value of that F Share;
- 11.9.8 eighth, in paying to each holder of G Shares in respect of each G Share of which it is the holder, an amount equal to the par value of that G Share;

- 11.9.9 ninth, in paying to each holder of H Shares in respect of each H Share of which it is the holder, an amount equal to the par value of that H Share;
- 11.9.10 tenth, in paying to each holder of I Shares in respect of each I Share of which it is the holder, an amount equal to the par value of that I Share;
- 11.9.11 eleventh, in paying to each holder of J Shares in respect of each J Share of which it is the holder, an amount equal to the par value of that J Share;
- 11.9.12 twelfth, in paying to each holder of K Shares in respect of each K Share of which it is the holder, an amount equal to the par value of that K Share;
- 11.9.13 thirteenth, in paying to each holder of L Shares in respect of each L Share of which it is the holder, an amount equal to the par value of that L Share;
- 11.9.14 fourteenth, in distributing the balance of such assets (if any) amongst the holders of the Ordinary Shares, the A Shares, the B Shares, the C Shares, the D Shares, the E Shares, the F Shares, the G Shares, the H Shares, the I Shares, the J Shares, the K Shares and the L Shares according to the amount paid up or credited as paid up on each share held by them.
- 11.10 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a majority resolution of the holders of the relevant class of shares by written resolution or at a meeting of those holders. Where a resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one

holder of the relevant class (provided that the person or persons present together hold at least a majority of the relevant class of shares) present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

11.11 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:

11.11.1 any alteration in the Articles which affects the rights attaching to the shares;

11.11.2 any reduction, subdivision, consolidation, redenomination, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and

11.11.3 any resolution to put the Company into liquidation.

12. Unissued shares

12.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

12.2 No shares in the Company shall be allotted nor any right to subscribe for or to convert any security into any shares in the Company shall be granted without the prior approval of the directors.

13. Share transfers

13.1 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.

13.2 Subject to the remainder of this Article 13, no shareholder shall transfer any share during his lifetime or by his Will or pursuant to the intestacy rules on his death unless:

13.2.1 the transfer is to an existing shareholder; or

13.2.2 the transfer is to his Privileged Relation; or

13.2.3 the transfer is to the trustees of a Family Trust of the transferring shareholder.

13.3 Where shares are held by the trustees of a trust, the trustees may (if and as permitted by the terms of the trust) transfer shares to the new (or remaining) trustees upon a change of trustees of a trust without any price or other restriction.

13.4 On the death of a shareholder, if (and only if) any shares in the capital of the Company held by that shareholder do not pass under the terms of his Will or the intestacy rules to:

13.4.1 one or more of the then shareholders, and/or

13.4.2 one or more of his Privileged Relations, and/or

13.4.3 the trustees of a Family Trust of the deceased,

then the surviving shareholders shall each have the option, exercisable by notice in writing to the personal representatives of the deceased shareholder, within three months of the death to purchase at Fair Value those shares in the capital of the Company that were held by the deceased shareholder. In the event that this right is exercised, the shares to which it relates shall be sold with full title guarantee, free from all liens, charges and encumbrances and with all rights attached to them. In the event that more than one other shareholder serves such a notice, the shares shall be allocated to those who have served such a notice pro rata their then existing shareholdings. In the event that this right is exercised, the shares

to which it relates shall be sold with full title guarantee, free from all liens, charges and encumbrances and with all rights attached to them.

13.5 The directors may not register any proposed transfer that is in breach of this Article 13.

14. Quorum for general meetings

14.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two, unless there is only one shareholder with voting rights, in which case the quorum shall be one.

14.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

14.3 The Company shall not be obliged to hold an annual general meeting in any year.

15. Voting

15.1 At a general meeting, on a show of hands every shareholder who is present in person or by proxy and is entitled to vote shall have one vote or ten votes per share (as the case may be), unless the proxy is himself a shareholder entitled to vote; on a poll every shareholder present in person or by proxy and entitled to vote shall have one vote or ten votes per share (as the case may be) for each share of which he is the holder; and on a vote on a written resolution every shareholder entitled to vote has one vote or ten votes per share (as the case may be) for each share of which he is the holder.

15.2 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

- 15.3 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.
- 15.4 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 general meeting (or adjourned meeting) to which they relate".
- 15.5 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" as a new paragraph at the end of that article.

16. Means of communication to be used

- 16.1 Any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 16.1.1 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;
- 16.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address.
- 16.2 For the purposes of Article 16.1, no account shall be taken of any part of a day that is not a working day.

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 of the Company 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 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 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 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 Act or by any other provision of law.

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 but excluding in each case any person engaged by the Company as auditor (whether or not he

is also a director or other officer), to the extent he acts in his capacity as auditor; and

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.