The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

AMENDING ARTICLES
OF ASSOCIATION
OF

MEMCO INVESTMENTS LTD
(Adopted by Special Resolution 04/08/2020

Registered Number:
12777520

Incorporated on:
29 July 2020

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A17 18/08/2020 #13
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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MEMCO INVESTMENTS LTD

INTRODUCTION

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

A Ordinary 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 11.1;

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

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

business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Clear Days: means (in relation to a period of notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Conflict: has the meaning given in article 8.1;

eligible director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter); and

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.

Ordinary Shares: means the A Ordinary Shares of £1.00 each and the B

Ordinary Shares of £1.00 each in the capital of the Company;

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

a) any subordinate legislation from time to time made under it; and

b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

1.8 Articles 7, 8, 11(2), 13, 14(1), (2), (3) and (4), 15, 17(2), 26(5), 44(2), 52 and 53 of the Model Articles shall not apply to the company.

1.9 Article 3 of the Model Articles shall be amended by the insertion of the words "and to the applicable provisions of the Companies Acts" after the phrase "subject to the articles".

1.10 Without prejudice to the generality of Article 1.9 above, the directors may resolve in accordance with Article 7 of the Model Articles (as varied by these Articles) to change the Company's name.

1.11 Article 9 of the Model Articles shall be amended by:

a) inserting the phrase "(including alternate directors)" after the words "the directors" in Model Article 9 (1); and

b) by inserting the words "prior to or up to and including" before the words "not more than seven days" in article 9(4) of the Model Articles.

1.12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary (if any)" 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 9," 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)," after the words "the transmittee's name".

1.16 Articles 31 (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" and 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 Directors to take decisions collectively

2.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or as a directors written resolution in accordance with Article 3 (Directors Written Resolutions) or otherwise as a unanimous decision taken in accordance with article 4 (Unanimous Decisions).

2.2 If:

a) the Company has only one director for the time being; and

b) no provision of the Articles requires it to have more than one director;

The general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision making.

3 Directors written resolutions

3.1 Any director may propose a director's written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).

3.2 If the Company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving

notice in writing to each of the other directors (including alternate directors).

3.3 Notice of a proposed directors' written resolution must indicate:

a) the proposed resolution; and

b) the time by which it is proposed that the directors should adopt it

3.4 A proposed directors' written resolution is adopted when a majority of the eligible directors (or their alternates) have signed one or more copies of it.

3.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

4 Unanimous decisions

4.1 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.

4.2 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.

4.3 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.

5 Number of Directors and Quorum for directors' meetings

5.1 Subject to article 5.2, in circumstances where the company has more than one director in office, the quorum for the transaction of business at a meeting of directors is any two eligible directors.

5.2 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.

6 Casting vote

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

7 Transactions or other arrangements with the company

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or

indirectly, interested in an existing or proposed transaction or arrangement with the company:

a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;

b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;

c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;

d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and

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

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:

a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

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

c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

8.3 Any authorisation of a Conflict under this article 8 may (whether at the time of giving the authorisation or subsequently):

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

b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors vote in relation to any resolution related to the Conflict;

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

e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

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 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

a) disclose such information to the directors or to any director or other officer or employee of the company; or
b) use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

8.7 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 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.

11 Appointment and removal of alternate directors

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

a) exercise that director's powers; and

b) carry out that director's responsibilities,

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

11.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

11.3 The notice must:

a) identify the proposed alternate; and

b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

12 Rights and responsibilities of alternate directors

12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

12.2 Except as the Articles specify otherwise, alternate directors:

a) are deemed for all purposes to be directors;

b) are liable for their own acts and omissions;

c) are subject to the same restrictions as their appointors; and

d) are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

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

a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

c) shall not be counted as more than one director for the purposes of articles 12.3(a) and (b).

12.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

12.5 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.

13 Termination of alternate directorship

An alternate director's appointment as an alternate terminates:

a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

c) on the death of the alternate's appointor; or

d) when the alternate's appointor's appointment as a director terminates.

14 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.

15 Share Capital

15.1 At the adoption date the capital of the Company is £1,000.00 divided into 667 A Ordinary shares of £1.00 each and 333 B Ordinary shares of £1.00 each.

15.2 As Regards Voting:

a) A Ordinary shares: The holder thereof shall be entitled to receive notice of and to attend any General meeting of the Company and the holders thereof shall carry no voting rights.

b) B Ordinary shares: The holder thereof shall be entitled to receive notice of and to attend any General meeting of the Company and shall be entitled to one vote for every Ordinary share held.

15.3 As Regards Dividends: The Company may declare different dividends on different classes of shares in the capital of the Company as the directors see fit.

15.4 General: The A Ordinary shares and B Ordinary shares shall rank pari passu in all other respects.

16 Share Transfers

16.1 A share shall not be transferred unless it first be offered to the other shareholders at a fair value to be fixed by the company's auditors (or if there are no auditors, its accountants or in the event such auditors or accountants refuse such instruction an independent valuer to be appointed by the company) acting as experts and not as arbitrators and whose valuation shall be final and binding on the parties. Any shareholder desiring to sell a share (hereinafter referred to as a "Retiring Member") shall give notice thereof in writing to the Company (hereinafter referred to as a "Sale Notice") constituting the Company as his agent for the purpose of such sale. No Sale Notice shall be withdrawn without the directors' sanction. The directors shall offer any share comprised in any Sale Notice to the existing shareholders and if within twenty-eight days

after the Sale Notice has been given a purchasing member is found, such purchasing member shall be bound to complete the purchase within a further period of twenty-eight days. If more than one purchasing member is found they shall be entitled to acquire the shares in proportion to their respective existing shareholdings in the capital of the Company. Notice of the finding of the purchasing member shall be given to the Retiring Member, who shall be bound on payment of the fair value to transfer the share or shares to the purchasing member. If the Retiring Member fails to complete the transfer, the directors may authorise some person to transfer the share or shares to the purchasing member and may receive the purchase money and register the purchasing member as holder of the share or shares and issue to him a share certificate for such shares. The Retiring Member shall deliver up the certificate and shall thereupon be paid the purchase money. If within twenty-eight days after the Sale Notice has been given the directors shall not have found a purchasing member for the share and shall give notice accordingly, or if within the second period of twenty-eight days through no fault of the Retiring Member the purchase is not completed, the Retiring Member may at any time within six months thereafter, (but subject to the right of the directors in their absolute discretion to decline to register the transfer) sell such share or shares to any person and at any price.

16.2 No share shall be issued or transferred to any infant, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

DECISION MAKING BY SHAREHOLDERS

17 Notice of general meetings

17.1 General meetings (other than adjourned meetings) shall be called by at least 14 Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the shareholders having a right to attend and vote, being a majority together holding not less than ninety per cent (90%) in nominal value of the shares at the meeting, giving that right.

17.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.

17.3 Subject to the provisions of these Articles and to any restriction imposed on any shares, the notice shall be given to all shareholders, to all persons entitled to a share in consequence of the death or bankruptcy of a shareholder (if the company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the company.

17.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

18 Poll votes

18.1 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.

18.2 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.

19 Proxies

19.1 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".

19.2 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" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

20 Means of communication to be used

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

a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

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

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

d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that

is not a working day.

20.2 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.

21 Indemnity

21.1 Subject to article 21.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

ii) 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

b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 22.1 (a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

21.2 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.

21.3 In this article:

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

b) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), 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).

22 Insurance

22.1 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.

23 In this article:

a) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , 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);

b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

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