

Company Number SC151505

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

ANDERSON TOOL MANUFACTURING LIMITED (the "Company")

Circulation Date: **21 MAY** 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that:

- Resolution 1 below be passed as an ordinary resolution; and
- Resolution 2 below be passed as a special resolution
- Resolution 3 below be passed as a special resolution

THURSDAY



SCT *S773TWG0* #345
31/05/2018
COMPANIES HOUSE

ORDINARY RESOLUTION

- 1) THAT in substitution for any existing power under section 551 of the Companies Act 2006 (Act) but without prejudice to the exercise of any such authority prior to the date hereof, the Directors be and are hereby authorised generally and unconditionally in accordance with section 551 of the Act to allot shares up to an aggregate nominal amount of £100.00 such authority to expire on the date 5 years from the passing of this resolution but so that such authority shall allow the Company to make offers or agreements before the expiry of such authority which would or might require shares to be allotted after this authority has expired and the Directors may allot shares in pursuance of any such offer or agreement as if the power conferred hereby had not expired. In this resolution, references to the allotment of shares shall include the grant of rights to subscribe for, or to convert any security into shares;

SPECIAL RESOLUTIONS

- 2) To allot 20 A ordinary shares of £1 each to William Anderson Junior at an aggregate price of £20.

- 3) THAT the regulations contained in the document attached hereto are approved and are adopted as the articles of association of the Company and in substitution for and to the exclusion of all existing articles of association of the Company.

AGREEMENT

Please read the Notes at the end of this document before signifying your agreement to the Resolutions.

I, William Anderson, the sole shareholder entitled to vote on the Resolutions, hereby irrevocably agree to the Resolutions:

Signed by William Anderson

X William Anderson

Date of signature

21/5/18

NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - **By Hand:** delivering the signed copy to Wallace Quinn & Co, 21a Barrachnie Road, Glasgow, G69 6HB
 - **Post:** returning the signed copy by post to Wallace Quinn & Co, 21a Barrachnie Road, Glasgow, G69 6HB

If you do not agree to the Resolutions, 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 Resolutions, you may not revoke your agreement.
3. Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions please ensure that your agreement reaches us before or during this date.
4. This document has been prepared for the Company and as a shareholder you should take independent legal advice.
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.

THE COMPANIES ACTS 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES


ARTICLES OF ASSOCIATION

OF

ANDERSON TOOL MANUFACTURING LIMITED (the "Company")

Company Number SC151505

(Adopted by Special Resolution passed on **21** May 2018 and signed for identification purposes by William Anderson, Director)

A handwritten signature in black ink, appearing to read 'William Anderson', is written over a horizontal line.

Director

PRELIMINARY

1.

- 1.1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendments) Regulations 1985 (SI 1985 No. 1052), as further amended by the Companies Act 1985 (Electronics Communications) Order 2000 (SI 2000 No. 3373) and as further amended by the Companies (Tables A to F) (Amendments Regulations 2007 (SI 2007 No. 2541) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- 1.2. In these Articles the expression "the Act" means the Companies Act 2006, but so that any reference in these Articles to any provision of the Act 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. Those parts of the Memorandum of Association of the Company which by virtue of section 28 of the Act are deemed to be incorporated into these Articles are contained in the Schedule to these Articles.

2. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

ISSUE OF SHARES

3. Subject to the provisions of Section 551 of the Act, the shares in the Company shall be under the control of the Director(s) and the Director(s) may allot, grant options over, or otherwise dispose of or deal with any shares and relevant securities to such persons and generally on such terms and in such manner as they think fit.
4. Subject to Article 3, any new shares from time to time to be created and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company by ordinary resolution shall otherwise determine. Such offer shall be made by notice in writing specifying the number of shares offered and limiting a period (being not less than fourteen days) within which the offer, if not accepted will be deemed to be declined. After the expiration of such time, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer.
5. Sections 561 and 562 of the Act shall not apply to an allotment of equity securities made by the Company.

SHARES

6. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.
7. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

8.

8.1. The share capital of the Company shall be divided into ordinary shares of £1 each ("Ordinary Shares"), A ordinary shares of £1 each ("A Ordinary Shares")

8.2. The Ordinary Shares and the A Ordinary Shares shall constitute separate classes of shares and shall entitle the holders thereof to the following rights:

8.2.1. As regards dividends, dividends may be paid at different rates in respect of each class of share or paid in respect of one class of share and not in respect of other class or classes of shares;

8.2.2. As regards capital, on a return of assets on a liquidation, reduction of capital or otherwise, the holders of the Ordinary Shares and the A Ordinary Shares shall be entitled to be paid out of the surplus assets of the Company remaining after payment of its liabilities an amount equal to the nominal price of the Ordinary Shares and the A Ordinary Shares and thereafter the Ordinary Shares and the A Ordinary Shares shall rank *pari passu* in all respects;

8.2.3. As regards voting, each holder of Ordinary Shares and A Ordinary Shares shall be entitled to receive notice of, and to attend and vote at, general meetings of the Company; on a show of hands every holder of Ordinary Shares and A Ordinary Shares who *(being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy* shall have one vote and on a poll every holder of Ordinary Shares and A Ordinary Shares so present shall have one vote for each Ordinary Share and each A Ordinary Share held by him.; and

8.2.4. As regards conversion, in the event that any A Ordinary Shares are acquired by the holders of Ordinary Shares, such A Ordinary Shares shall forthwith be converted into Ordinary Shares having the rights attached to Ordinary Shares as set out in these Articles of Association and ranking *pari passu* with the other Ordinary Shares in issue.

8.3. The Ordinary Shares and the A Ordinary Shares are not redeemable.

TRANSFER OF SHARES

9.

- 9.1. The directors may refuse to approve any transfer of shares without assigning any reason therefor.
- 9.2. In the event of the death of a member, the executor of a deceased Member shall not be entitled to exercise any voting rights in respect of the shares of the deceased Member. An executor of a deceased member may, in his capacity as executor, enjoy all other rights attached to the shares of the deceased member.

APPOINTMENT OF DIRECTORS

10.

- 10.1. Clause 64 in Table A shall not apply to the Company.
- 10.2. Unless and until the Company in General Meeting shall otherwise determine there shall be no maximum number of Directors and the minimum number of Directors shall be one. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors generally and Clause 89 in Table A shall be modified accordingly.
- 10.3. The Directors shall not be required to retire by rotation and Clauses 76 to 79 (inclusive) in Table A shall not apply to the Company.
- 10.4. No person shall be appointed a Director at any General Meeting unless either
 - (i) He is recommended by the Directors, or
 - (ii) Not less than fourteen nor more than thirty five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment together with notice signed by that person of his willingness to be appointed.
- 10.5. Subject to Article 10.4 above, the Company may by ordinary resolution in general meeting appoint any person who is both willing and entitled in terms hereof to be a Director, either to fill a vacancy or as an additional Director.
- 10.6. Subject to Article 10.4 above, the Directors may appoint a person who is both willing and entitled in terms hereof to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number

determined in accordance with Article 10.2 above as the maximum number of Directors and for the time being in force.

- 10.7. *A person may be appointed a Director notwithstanding that he has attained the age of 70 years and no Director shall be liable to vacate office by reason only of his attaining or having attained that or any other age.*

DISQUALIFICATION OF DIRECTORS

11.

- 11.1. The office of a Director or alternate Director shall be vacated if he ceases to be a member of the Company or to be qualified to act as a Director.
- 11.2. The office of a Director or alternate Director shall also be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be deemed extended accordingly.

GENERAL MEETINGS AND RESOLUTIONS

12. Every notice convening a General Meeting shall comply with the provisions of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of any other communications relating to any general meeting which any Member is entitled to receive shall be sent to the Directors and to the auditors for the time being of the Company.

13.

- 13.1. Clause 40 in Table A shall be read and construed as if the words "at the time when the meeting proceeds to business" were added to the end of the first sentence.
- 13.2. If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such an adjourned General Meeting shall be dissolved.
- 13.3. Clause 41 in Table A shall not apply to the Company.

ALTERNATE DIRECTOR

14.

14.1. No person other than a person duly qualified to act as a Director within the meaning of Article 10.4 maybe appointed as an alternate Director.

14.2. A Director may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

BORROWING POWERS

15. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and subject to Section 551 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

GRATUITIES AND PENSIONS

16.

16.1. The Directors may exercise the powers of the Company conferred by paragraph 3(N) of the Schedule and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

16.2. Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF THE DIRECTORS

17. Provided that the nature of his interest is declared at a meeting of the board, or otherwise in accordance with the Act, no director is disqualified by his office from contracting with the Company nor is any contract or arrangement entered into on behalf of the Company in which any director is in any way interested liable to be avoided nor is any director so contracting or being so interested liable to account to the Company for any profit realised thereby. Clause 94 and 95 of Table A shall not apply to the Company.

THE SEAL

19.

19.1. The Company may have a seal if it so wishes. Insofar as the Company has a seal it shall only be used with the consent of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is to be affixed and unless otherwise so determined it shall be signed by a Director and also by the Company Secretary or by a second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal. Clause 101 of Table A shall not apply to the Company.

19.2. The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

INDEMNITY AND INSURANCE

20.

20.1. Subject to Article 20.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

20.1.1. 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:

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

(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

20.1.2. 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 20.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

20.2. 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.

20.3. In this Article 20:

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

20.3.2. a relevant officer means any director or alternate 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) and may, if the members so decide, include any person engaged by the Company (or any 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).

20.4. Clause 118 in Table A shall not apply to the Company.

20A.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.

20A.2 In this Article 20A:

20A.2.1 a relevant officer means any director or alternate 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;

20A.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 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

20A.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Schedule

1. The name of the Company is Anderson Tool Manufacturing Limited.
2. The Company's registered office is to be situated in Scotland.
3. The objects for which the Company is established are:
 - (A) To carry on in Scotland and elsewhere all or any of the businesses of a precision engineering company in all its branches; to act as precision, mechanical, electrical, electronic, motor and general engineers and contractors; toolmakers, fabrication and welding engineers and contractors and to provide services of all kinds which may be required, directly or indirectly, in connection with the foregoing; to act as specialists, consultants, agents and contractors for the cleaning, treatment and protection of engineering plant, equipment and machinery, metals, metal structures, metal products, fixtures and fittings of all and every description; to act as sand, vapour, bead and shot blasters, spray painters, polishers and finishers and generally to treat, coat and protect metals of all kinds; to act as designers, manufacturers, distributors, suppliers, repairers, maintainers, installers, assemblers, importers, exporters, wholesalers, retailers, merchants, factors, agents for and dealers in engineering equipment, plant, machinery, tools, components, accessories, fixtures and fittings of all kinds; to undertake, perform and carry out all kinds of commercial, trading and financial operations and to buy, sell and deal in articles and things of all kinds necessary or useful for the purposes of the aforementioned businesses, or any of them, or which may seem capable of being profitably dealt with in connection with any such businesses or likely to be required by customers of or persons having dealings with the Company.
 - (B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
 - (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
 - (D) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purpose of or in connection with the Company's business, and for the purposes of or in

connection with the borrowing or raising of money by the Company to become a member of any building society.

- (E) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (F) To give indemnity for, or to guarantee, support or secure the performance of all or any of the obligations of any person or company whether by personal covenant or by mortgage, charge or lien on the whole or any part of the undertaking, property and assets of the Company both present and future including its uncalled capital or by all or any of such methods; and in particular, but without limiting the generality of the foregoing, to give indemnity for, or to guarantee, support or secure whether by personal covenant or by any such mortgage, charge, or lien, or by all or any of such methods, the performance of all or any of the obligations (including the repayment or payment of the principal and premium of and interest on, any securities) of any company which is for the time being the Company's Holding or Subsidiary company as defined by Section 736 of the Companies Act 1985 ("the Act") or otherwise associated with the Company in business.
- (G) To receive money on deposit or loan upon such terms as the Company may approve and to guarantee the obligations and contracts of any person or corporation.
- (H) To apply for, purchase or otherwise acquire and hold, use, develop, sell, licence or otherwise dispose of or deal with patents, copyrights, designs, trade marks, brevets d'invention and concessions and the like and any interest therein.
- (I) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (J) To invest and deal with the monies of the Company not immediately required for the purposes of its business or securities in or upon such investments, and in such manner as may from time to time be determined.

- (K) To form, promote, finance or assist any other company whether for the purpose of acquiring all or any of the undertaking, property and assets of the company or for any other purpose which may be considered expedient.
- (L) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over and in any other manner deal with or dispose of the undertakings and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (M) To subscribe for, purchase or otherwise acquire and hold shares, stock, debentures or other securities of any other company.
- (N) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation or funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's holding or subsidiary as defined by Section 159 of the Act, or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (O) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may

determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- (Q) To enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.
- (R) To acquire, purchase, take over and undertake part or all of the business, property, assets and liabilities and transactions of any firm, person or company carrying on any business which this Company is authorised to carry on or which can be carried on in conjunction therewith or is capable of being conducted so as directly or indirectly to benefit the Company or to advance its interests generally.
- (S) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (T) To give, whether directly or indirectly, any kind of financial assistance in connection with the acquisition of any shares in the Company.
- (U) To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, contractors, trustees or otherwise.

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the members is limited.