

Company number 02692907

SPECIAL RESOLUTIONS

OF

GRANGE PACKAGING & DISTRIBUTION LIMITED
(Company)

SATURDAY



Passed on 1st March 2012

The following resolutions were duly passed as special resolutions on 1 March 2012 2012 by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006

SPECIAL RESOLUTIONS

- 1 THAT part of the issued share capital of the Company be re-designated as follows

SHAREHOLDER	ORIGINAL SHAREHOLDING	RE-DESIGNATED SHAREHOLDING
Mr Hanley	2,000 ordinary shares of £1 00 each	1,800 A ordinary shares of £1 00 each and 200 B ordinary shares of £1 00 each

- 2 THAT the Articles of Association of the Company be amended by the addition of the following new Articles:

"B ordinary shares" means the B ordinary shares of £1 00 each in the capital of the Company designated as B ordinary shares and B Shareholder shall be construed accordingly

21. Rights Attaching to Shares

Shares in the capital of the Company shall carry the following rights:

- (a) The ordinary shares shall confer on the ordinary shareholders the right to receive notice of and to attend, speak and vote at all meetings of the Company and each ordinary share shall carry one vote per shares;
- (b) The B ordinary shares shall confer on the B Shareholder only the rights specifically set out in Article 22 below and for the avoidance of doubt, the B

Shareholder shall not be entitled to attend, speak or vote at any meeting of the Company and the B ordinary shares shall not carry any voting rights

22. Specific Rights Attaching to B Ordinary Shares

- (a) Further to the provisions of Article 21 above, the B Shareholder shall have the right to participate in the proceeds of a sale of the entire issued share capital of the Company ("**Sale**") but only if such sale takes place before the fifth anniversary of 1 March 2012 ("**Completion**")
- (b) The amount that the B Shareholder shall be entitled to receive on a Sale shall be known as the Relevant Amount and such Relevant Amount shall be reduced on the following reducing basis depending on the date on which the Sale takes place

<u>Timescale</u>	<u>% of Relevant Amount</u>
0 years from Completion	100%
1 year from Completion	80%
2 years from Completion	70%
3 years from Completion	60%
4 years from Completion	50%
5 years from Completion	0%

- (c) In calculating the Relevant Amount due to the B Shareholder on a Sale, the following formula shall be used
 - a The number of B ordinary shares held by the B Shareholder shall be multiplied by 10,
 - b In order to calculate the comparative sales value per original shares
Sale price – 50,500;
 - c Subtract £21 75,
 - d Multiply the outcome of (b) and (c) by the outcome of (a).

For the avoidance of doubt, in the event that that the Relevant Amount when calculated, results in a negative figure, then no amount shall be due to the B Shareholder

- (d) The resulting figure calculated by Article 22(c) above is the Relevant Amount to be applied to the reducing scale set out in Articles 22(b) above.

By way of examples only, if for example the Sale price is £2,000,000 then the amount payable to the B Shareholder on the assumptions stated below shall be as listed

Example

200 B ordinary shares x 10 = 2,000

£2,000,000 ÷ 50,500 = £39 60

Minus £21 75 = £17 85

£17 85 x 2,000 = £35,700 (Relevant Amount)

This Relevant Amount is then reduced in accordance with the table set out in Article 22(b) above

For the avoidance of doubt, if any amount of the Sale price is deferred, the amount to be paid to the B Shareholder shall only be paid on the same terms as such deferred payment is paid to the ordinary shareholders.

- (e) In the event that a Sale has not take place before the fifth anniversary of Completion, each B Shareholder shall transfer all of the B ordinary shares held by him to the Company for a total consideration of £1 00 in order for said shares to be cancelled by the Company
- (f) In order to facilitate the transfer of the B ordinary shares referred to in Article 22(e) above, the B Shareholder shall deposit with the Company a signed but undated sale and purchase agreement in an agreed form and hereby consents that the Company shall be entitled to date the aforementioned sale and purchase agreement on the date which is the fifth anniversary of Completion providing that a sale has not take place by that date

23. Drag Along

- 23.1 If the holders of the ordinary shares (**Selling Shareholder**) wish to transfer their interest in the Shares (**Sellers' Shares**) to a bona fide arm's length purchaser (**Proposed Buyer**), the Selling Shareholders may require the B Shareholders (**Called Shareholders**) to sell and transfer all their shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article (**Drag Along Option**)
- 23 2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (**Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify

- (a) that the Called Shareholders are required to transfer all their Shares (**Called Shares**) pursuant to this Article 23,
- (b) the person to whom the Called Shares are to be transferred,
- (c) the consideration payable for the Called Shares which shall, in any event be no less than each B Shareholder would have been entitled to receive pursuant to the provisions of Article 22 above, and
- (d) the proposed date of the transfer

23 3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders has not sold the Sellers' Shares to the Proposed Buyer within 30 days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

23 4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 23.

23 5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Sellers' Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders.

23 6 The rights of pre-emption set out in these Articles of Association shall not apply to any transfer of shares to a Proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served.

23 7 Within 5 Business Days of the Selling Shareholder serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due for their shares pursuant to Article 23(b)(c) to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 23(b)(c) in trust for the Called Shareholders without any obligation to pay interest.

23.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the consideration due pursuant to Article 23(b)(c) the Called Shareholders shall be entitled to the return of the stock

transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 23 in respect of their shares.

- 23.9 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholder to be his agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 23.

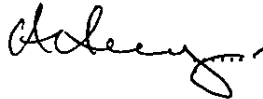
24. Tag Along

- (a) If the holders of the ordinary shares (**Selling Shareholder**) propose to transfer their shares (**Proposed Transfer**) to a bona fide arm's length purchaser (**Proposed Buyer**) the B Shareholder (**Remaining Shareholder**) shall have the option to sell their shares as set out below
- (b) Before making a Proposed Transfer, the Selling Shareholders shall procure that the Proposed Buyer makes an offer (**Offer**) to the Remaining Shareholder to purchase all of the Shares held by him for a consideration at least equal to the amount which the B Shareholder would have been entitled to receive pursuant to the provisions of Article 22 above (**Specified Price**)
- (c) The Offer shall be given by written notice (**Offer Notice**), at least 15 Business Days (**Offer Period**) before the proposed sale date (**Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out
 - (a) the identity of the Proposed Buyer,
 - (b) the purchase price and other terms and conditions of payment,
 - (c) the Sale Date, and
 - (d) the number of Shares proposed to be purchased by the Proposed Buyer (**Offer Shares**)
- (d) If the Proposed Buyer fails to make the Offer to all holders of Shares in the Company in accordance with Article 24(b) and Article 24(c), the Selling Shareholder shall not be entitled to complete the Proposed Transfer and the

Company shall not register any transfer of Shares affected in accordance with the Proposed Transfer.

- (e) If the Offer is accepted by any Shareholder (**Accepting Shareholder**) within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholder
 - (f) The Proposed Transfer is subject to the pre-emption provisions in these Articles of Association, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions "
- 3 The terms of an agreement between the Company and William Hanley for the purchase by the Company of 1,800 A ordinary shares of £1.00 each in the capital of the Company as set out in the draft contract attached (**Purchase Contract**) be approved and the Company be authorised to enter into the Purchase Contract

Signed



Director