

RESOLUTIONS PASSED AT A MEETING OF THE SHAREHOLDERS HELD ON 14 OCTOBER 2010

SPECIAL RESOLUTIONS

- 1 That the articles of association of the Company be amended as follows

By the insertion of the following Article

43C Drag along and tag along

- i) If the holders of 75% of the Shares in issue for the time being (**Selling Shareholders**) wish to transfer all of their interest in such Shares (**Sellers' Shares**) to a bona fide arm's length purchaser (**Proposed Buyer**) (**Proposed Transfer**), then, provided the Selling Shareholders shall have first procured that the Proposed Buyer has made an offer (**Offer**) to the other Shareholders to purchase all of the Shares held by them for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Proposed Buyer, or any person Acting in Concert with the Buyer (for the purposes of this Article "Acting in Concert" shall have the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time), in the Proposed Transfer (**Specified Price**) and provided further that the Offer shall have been given by written notice (**Offer Notice**), such notice having remained open for a period of at least at least 5 Business Days (**Offer Period**) such Offer Notice setting out
- (a) the identity of the Buyer,
 - (b) the purchase price and the other terms and conditions of payment,
 - (c) the Sale Date, and
 - (d) the number of Shares proposed to be purchased by the Buyer (**Offer Shares**)
- THEN the Selling Shareholders may require all other 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**)
- ii) 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 Shareholders
- iii) The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (**Drag Along Notice**) at any time following expiry of the Offer Period The Drag Along Notice shall specify
- (a) that the Called Shareholders are required to transfer all their Shares (**Called Shares**) pursuant to this article 43C,
 - (b) the person to whom the Called Shares are to be transferred,
 - (c) the consideration payable for the Called Shares which shall, for each Called Share, be an amount equal to the price per share offered by the Proposed Buyer for the Sellers' Shares, and
 - (d) the proposed date of the transfer
- iv) Once issued, a Drag Along Notice shall be irrevocable However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 20 Business 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
- v) No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 43C
- vi) 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
- (a) 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, or
 - (b) that date is less than 5 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 10th Business Day after service of the Drag Along Notice



- vii) Within 10 Business Days of the Selling Shareholders 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 43C (iii)(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 43C (iii)(c) in trust for the Called Shareholders without any obligation to pay interest.
- viii) 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 43C (iii)(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 43 in respect of their Shares.
- ix) 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 Shareholders 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 43A.
- x) Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to a transfer or the exercise of a pre-existing option to acquire shares in the Company (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice. The New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 43A shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.
- 2 That the Company be re-registered as a private limited company under the Companies Act 2006 by the name of Mechadyne Holdings Limited
- 3 That, subject to the passing of Resolution 2 above, the articles of association of the Company be amended as follows
- By the deletion of the clause numbered 2 originally included in the Company's Memorandum stating "The Company is to be a Public Company"

Company Secretary



Date

14/10/10