

WELDING MOBILITY LIMITED
(the "Company")

FRIDAY



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COMPANIES HOUSE

Company Number: 03759413

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

ON 28th September 2012

We the undersigned, being all the Members of the Company for the time being entitled to receive notice of and to attend and vote at general meetings of the Company, hereby agree in accordance with Section 288 of the Companies Act 2006 (the "Act") to pass the following resolutions as Special Resolutions of the Company pursuant to the provisions of Section 288 of the Act (as substituted) having been complied with

SPECIAL RESOLUTIONS

THAT:

**Resolution
number**

- 1 The sum of £98 currently standing to credit on the profit and loss account be capitalised, and accordingly that such sum be freed for distribution amongst the holders of the Ordinary £1 shares of the Company, on condition that the same not be paid in cash but used in paying up in full 98 Ordinary £1 shares in the Company, to be allotted, distributed and credited as fully paid up to and amongst the Ordinary £1 shareholders, in proportion of forty nine new Ordinary £1 shares for every share held by them respectively
- 2 The Articles of Association of the Company be amended by deleting all the provisions formerly in the Company's Memorandum of Association which, by virtue of section 28 Companies Act 2006 are treated as provisions of the Company's Articles of Association, and
- 3 The Articles of Association attached to this written resolution be adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association
- 3 Shares in the Company issued to and held by David Peter Walton and Gillian Joan Walton be reclassified as follows

Shareholder	Current Shareholding	Reclassified as
Gillian Joan Walton	40 Ordinary shares of £1 each	40 Ordinary A shares of £1 each
David Peter Walton	40 Ordinary shares of £1 each	40 Ordinary B shares of £1 each
Gillian Joan Walton	5 Ordinary shares of £1 each	5 Ordinary C shares of £1 each
David Peter Walton	5 Ordinary shares of £1 each	5 Ordinary C shares of £1 each
Gillian Joan Walton	5 Ordinary shares of £1 each	5 Ordinary D shares of £1 each
David Peter Walton	5 Ordinary shares of £1 each	5 Ordinary E shares of £1 each

The Members hereby waive all pre-emption rights (whether contained in the Articles or elsewhere) in respect of the proposed transfer of shares as follows

- 5 Ordinary C shares, currently registered in the name of Gillian Joan Walton, to David Peter Walton Jnr
- 5 Ordinary C shares, currently registered in the name of David Peter Walton, to David Peter Walton Jnr
- 5 Ordinary D shares, currently registered in the name of Gillian Joan Walton, to Marc James Walton
- 5 Ordinary E shares, currently registered in the name of David Peter Walton, to George Thomas Walton


David Peter Walton


Gillian Joan Walton

WELDING MOBILITY LIMITED

ARTICLES OF ASSOCIATION

(A Private Company limited by Shares adopting Table A with modifications)

(As adopted by the Company by special resolution on *28th September* 2012)

Incorporated on 26th April 1999

Company Number 03759413

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The Companies Act 1985 (As amended)

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

WELDING MOBILITY LIMITED

(As adopted by the Company by special resolution on *28th September* 2012)

PRELIMINARY

- 1 (a) Subject as hereinafter provided the Regulations incorporated in Table A as set out in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the provisions of Companies Act 2006 for the time being in force shall apply to the Company
- (b) The Articles hereinafter contained, together with the Regulations incorporated in Table A subject to their exclusion or modification hereinafter expressed, shall constitute the Regulations of the Company
- (c) Any reference in these Articles to "the Act" shall mean the Companies Act 2006 as in force on the date of the adoption of these Articles
- (d) "communication" means the same as in the Electronic Communications Act 2000
- (e) "electronic communication" means the same as in the Electronic Communications Act 2000
- (f) "Ordinary shares" means all the issued Ordinary shares in the Company, including Ordinary A, Ordinary B, Ordinary C, Ordinary D, and Ordinary E shares
- (g) "Relevant Third Party" means any person who is not an associated company of the Company, or a member of the Company, or an associate of any member of the Company

INTERPRETATION

2. In Regulation 1 of Table A there shall be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same"

ALLOTMENT OF SHARES

3 (a) Subject to the provisions hereinafter expressed, the Directors are authorised for the purposes of section 551 of the Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company at the date hereof and the Directors may allot, grant options over or otherwise dispose of such shares to such persons, on such terms and in such manner as they think fit provided always that.-

(i) save as provided in sub-paragraph (ii) below, the authority hereby given to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company,

(ii) the Members in General Meeting may by Ordinary Resolution -

(a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years (unless the Company elects by elective resolution to modify the duration of authority pursuant to Section 551 of the Act), but such Resolution shall comply with the Act,

(b) revoke or vary any such authority (or renewed authority),

(iii) notwithstanding the aforementioned provisions of sub-paragraphs (i) and (ii) the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority or renewed authority has expired

Any reference hereto to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right

(b) Any shares for the time being unissued shall 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 shall by Special Resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and specifying a period (not being less than fourteen days) within which the offer, if not accepted, will lapse and determine. After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the Directors may in accordance with the provisions hereto allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think most beneficial to the Company. The Directors may in like manner and subject as aforesaid, allot any such new or original shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the view of the Directors effectively be offered in the manner aforesaid

SHARES

- 4 (a) Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- (b) The Company may issue further Ordinary £1 shares in separate classes of Ordinary A £1 shares, Ordinary B £1 shares, Ordinary C £1 shares, Ordinary D £1 shares and Ordinary E £1 shares, and the Company may re-designate some or all of its existing issued Ordinary £1 shares as Ordinary A £1 shares, Ordinary B £1 shares, Ordinary C £1 shares, Ordinary D £1 shares and Ordinary E £1 shares
- (c) The Ordinary A £1 shares, the Ordinary B £1 shares, the Ordinary C £1 shares, the Ordinary D £1 shares and the Ordinary E £1 shares shall be separate classes of shares for the purpose of the declaration of dividends. The declaration of a dividend in respect of one class of share shall not compel a dividend at the same rate to be declared in respect of any other class of share
- Save as above, the Ordinary A £1 shares, the Ordinary B £1 shares, the Ordinary C £1 shares, the Ordinary D £1 shares and the Ordinary E £1 shares shall rank *pari passu* in all respects
- (d) Regulation 35 of Table A shall not apply to the Company

5 The lien conferred by Regulation 8 of Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company but the Directors may at any time declare any shares to be wholly or in part exempt from these provisions. The Company's lien, if any, on a share shall extend to all dividends payable thereon. Regulation 8 of Table A shall be modified accordingly

TRANSFER OF SHARES

- 6 (a) Regulations 23 to 31 of the Companies (Tables A to F) Regulations 1985 (as amended by SI 2007/2541 and SI 2007/2826) shall apply, subject to the following sub-clauses
- (b) Any share may be transferred by a member to another member, or to his or her wife or husband, or to the trustees of a settlement created *inter vivos* by such member (whereunder no person is or may be a beneficiary, who is not his or her wife or husband)
- (c) Any other transfer of shares shall be subject to the prior approval of at least 70% of the members (by voting rights)

(d) Save as provided in clause 6(b) above, if any member wishes to transfer his or her shares or any of them, the member wishing to transfer such shares ("the transferring member") shall notify his or her wish to the directors by sending to the directors a notice in writing ("transfer notice") to the effect that the transferring member wishes to transfer such shares. The transfer shall specify the number of shares which he or she wishes to transfer.

(e) The directors shall then ensure that the prior approval of the transfer proposed by the transfer notice, by at least 70% of the members (by voting rights), is obtained before any such transfer of shares is registered.

7 The instrument of transfer of a fully paid share shall be executed by or on behalf of the transferor and in the case of a share which is not fully paid, the instrument of transfer shall in addition be executed by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of Members in respect thereof.

SALE ON CORRESPONDING TERMS

8 (a) If members holding shares together carrying more than 75% of the Ordinary shares then in issue (hereinafter together referred to as "the Vendors") give notice to the holders of all the other shares in the Company (hereinafter called "the Other Shareholders") that the Vendors have procured a Relevant Third Party (as defined in Article 1) to make a bona fide offer (hereinafter called "the Third Party Offer") in writing (which shall be open for acceptance for at least 21 days) to each of the members of the Company (including the Vendors) to acquire at least 50% of the issued Ordinary share capital of the Company (including any shares issued following the Third Party Offer as a result of the exercise of options to subscribe for shares in the Company or as the result of the implementation of any arrangements to issue shares in the Company in consideration of the acquisition by the Company of any shares in any subsidiary of the Company which are owned by any third party) not already held by the third party on terms

(i) that the consideration for the sale of the said shares shall be allocated as provided in Article 8(d),

(ii) which do not contain provision for any payment to any member other than in respect of the shares held by such member (but disregarding any *bona fide* payments to be made for the services of the member under any contract of employment or contract for services); and

(iii) which (subject to Article 8(d)) are otherwise the same (or as nearly as possible on the same terms) for each member.

then the following provisions shall apply so as to override the provisions of Article 6

(b) If the Third Party Offer shall be accepted by the Vendors (whether or not conditionally upon acceptance by the Other Shareholders) the Other Shareholders shall also accept the Third Party Offer and shall take all such action as may be

necessary to transfer all their respective shares in the capital of the Company in accordance therewith. Any holder of options to subscribe for shares in the Company who exercises any such options following the offer shall likewise take all such action as may be necessary to transfer the resultant shares and accordingly for all purposes of this Article 8 any such holder shall be treated as an Other Shareholder with effect from exercising such options

(c) If the Third Party Offer shall not have been so accepted by any one or more of the Other Shareholders within the period during which it is open for acceptance (or having been accepted shall not have been fully and duly implemented at the time for completion) any person or persons nominated by the Vendors shall be treated as having been hereby authorised as the attorneys of each of the Other Shareholders to accept the Third Party Offer on their behalf and to execute such agreements, deeds and other documents (including in particular warranties, covenants and indemnities in respect of the sale, and stock transfer forms) on their behalf as may be necessary or convenient to give effect to the sale hereinbefore referred to. The Other Shareholders shall not be obliged to transfer their shares in the Company pursuant to the Third Party Offer unless the Vendors do likewise

(d) Subject to Article 8(e) below, the aggregate amount of the value of the consideration receivable by the members of the Company under the Third Party Offer (regardless of whether it is payable on completion or deferred or subject to a retention) shall be allocated among members in proportion as if assets of the Company were being distributed on a return of capital (but, if any options are exercised following such offer, on the basis that such options have been exercised and

subject always to the following provisions of this Article 8(d) For this purpose

- (i) any consideration in the form of shares or other instrument which is quoted on the London Stock Exchange or any other recognised Stock Exchange or on the Alternative Investment Market shall be valued on the basis of the average of the middle market quotations for such share or other instrument for the 10 business days prior to the date on which such share or instrument is to be issued are transferred under such offer,
- (ii) any consideration in the form of shares or other instrument which is not so quoted shall be valued at the value (if any) attributed thereto by the terms of the Third Party Offer, but if no value is attributed thereto by the terms of the Third Party Offer then such consideration shall be valued by the Auditors acting as experts and not as arbitrators and whose decision shall be final and binding and in the event that the Auditors for any reason are unwilling or unable to act for this purpose, reference to an Independent chartered accountant shall apply *mutatis mutandis*,
- (iii) any consideration which is payable partly in cash and partly in some other way, or partly on completion and partly at some later date shall be allocated between the members *pro rata* to their respective entitlements to share in the aggregate value of the consideration
- (e) Notwithstanding the foregoing provisions of this Article 8

- (i) no member shall be obliged to enter into restrictive covenants;
- (ii) if required by the terms of the Third Party Offer
 - (a) each member shall represent and/or warrant that he is able to convey or procure to be conveyed legal and beneficial ownership of the shares to be sold by him with full title guarantee; and
 - (b) all members shall give representations and/or warranties and/or indemnities on the same terms *mutatis mutandis* but on terms that the maximum aggregate liability of any member under or in respect of such representations warranties and indemnities shall not exceed the aggregate amount or value of the consideration receivable under the Third Party Offer by that member,
- (iii) in considering whether terms offered to any member are the same as those offered to any other there shall be disregarded all questions relating to *bona fide* employment terms or the *bona fide* terms on which the services of any member are otherwise made available, and in considering whether terms offered to any member are the same as those offered to any other there shall be disregarded any obligation which any member (whether or not a Vendor) voluntarily incurs or agrees to accept to the extent that It does not apply to all the members or to the extent that it is more onerous than obligations applying to other members

GENERAL MEETINGS AND RESOLUTIONS

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- (a) General meeting of the Company shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety per cent in nominal value of the shares giving that right The notice shall specify the time and place of the meeting and the general nature of the business to be transferred
 - (b) Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy, or (being a corporation) is present by a duly authorised representative, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder If and so long as the Company shall have one member only, that person alone present in person or by proxy or by duly authorised representative shall be a quorum and in such instance, a proxy for a sole member shall be entitled to vote on a show of hands and Regulation 54 of Table A shall be deemed to be amended accordingly
 - (c) In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, or a show of hands to vote instead of him and that such proxy need not also be a Member
 - (d) Regulations 38 and 59 of Table A shall be modified accordingly

(e) Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. The Directors may at their discretion treat an electronic communication appointing a proxy as a proxy for the purposes of this Article. Regulation 62 of Table A shall be modified accordingly.

APPOINTMENT OF DIRECTORS

10 (a) Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever there shall be only one Director of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors, and Regulation 89 of Table A shall be modified accordingly.

(b) Regulation 64 of Table A shall not apply to the Company.

11 (a) 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 executed 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 executed by that person of his willingness to be appointed.

(b) Subject to paragraph (a) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(c) The Directors may appoint a person who is willing to act 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 by the Company in General Meeting as the maximum number of Directors for the time being in force.

(d) Regulation 84 of Table A shall be modified by the deletion of the last sentence therefrom.

PROCEEDINGS OF DIRECTORS

12 Notice of a meeting of the Directors shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing to him (by electronic communication or otherwise) at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the Director concerned. A Director absent or Sending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at an address given to the Company for this purpose, but if no request is made to the Directors it shall not be necessary to give notice of a meeting of the Directors to

any Director who is for the time being absent from the United Kingdom A Director may waive notice of any meeting either retrospectively or prospectively Regulation 88 of Table A shall be modified accordingly

13 All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any other form of electronic communication which allows all persons participating in the meeting to communicate with each other A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group where the Chairmen of the meeting then is

14 (a) A Director who is in any way either directly or indirectly interested in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is interested, shall declare the nature of his interest at a Meeting of the Directors in accordance with section 177 of the Act Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present

(b) Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company

BORROWING POWERS

15 The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

DISQUALIFICATION OF DIRECTORS

16 The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 of Table A shall be modified accordingly

GRATUITIES AND PENSIONS

17 In Regulation 87 of Table A there shall be inserted between the words "the directors" and "may" the words "on behalf of the Company"

DIVIDENDS

18 No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part 23 of the Act which apply to the Company.

NOTICES

- 19 (a) Any notice or other document may be served on or delivered to any Member by the Company either,
- (i) personally, or
 - (ii) by sending it by post addressed to the Member at his registered address, or
 - (iii) by any form of electronic communication, or
 - (iv) by leaving it at his registered address addressed to the Member, or
 - (v) by any other means instructed in writing by the Member concerned and agreed by the Company

In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation I 12 of Table A shall be modified accordingly.

(b) Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 24 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post or sent by electronic communication, shall be deemed to have been served or delivered when it was so left or sent. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. Regulation 115 of Table A shall be modified accordingly.

EXECUTION OF DOCUMENTS

20 The seal, if any, shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director. Any document signed by a Director and the Secretary of the Company or by two Directors of the Company and expressed (in whatever form of words) to be executed by the Company has the same effect as if executed under the seal of the Company. A document shall only be so signed with the authority of a resolution of the Directors or a committee of the Directors. Regulation 101 of Table A shall not apply to the Company.

INDEMNITY

21 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against any liability incurred by him in

defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company