

Company number 9498934

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS

- of -

CURRY LEAF EXPRESS LIMITED (the "Company")

MONDAY



A21 *A493LPPT* 08/06/2015 #151
COMPANIES HOUSE

7 May 2015 (the "Circulation Date")

Pursuant to chapter 2 of part 13 of the Companies Act 2006 (CA 2006), the directors of the Company propose that resolutions 1 and 3 be passed as ordinary resolutions and resolutions 2 and 4 be passed as special resolutions (the "Resolutions")

RESOLUTIONS

		FOR	AGAINST
1	REDESIGNATION OF SHARE CAPITAL That the existing Ordinary Shares in the share capital of the Company be re-designated as A Ordinary Shares having the same rights as the Ordinary Shares set out in the current Articles of Association	✓	
2	ADOPTION OF NEW ARTICLES OF ASSOCIATION THAT the draft regulations attached to this written resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing Articles of Association	✓	
3	AUTHORITY TO ALLOT THAT, subject to the passing of resolution 1 and 2 and in accordance with section 551 of CA 2006 the directors of the Company (Directors) be generally and unconditionally authorised to allot 18 B Ordinary Shares in the Company of an aggregate nominal amount of £ 0 18	✓	
4	DISAPPLICATION OF PRE-EMPTION RIGHTS THAT, subject to the passing of resolution 1, 2 and 3 and in accordance with section 570 of the Companies Act 2006 (CA	✓	

	FOR	AGAINST
2006), the directors of the Company be generally empowered to allot 18 B Ordinary shares of £0 01 each as if section 561(1) of the CA 2006 did not apply to any such allotment	X	

AGREEMENT

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

The undersigned, being the members of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions for which "X" is marked in the "For" box above

Note To "vote" for a Resolutions you must sign below AND mark "X" in the "For" box for the Resolutions above

Signed



Name

EUAN SEY

Date

07/05/2015

NOTES

- 1 If you wish to vote in favour of the Resolutions please put an 'X' in the box marked "For" next to that Resolutions

If you wish to vote against the Resolutions please put an 'X' in the box marked "Against" next to the Resolution or leave both boxes next to that Resolutions blank

Once you have indicated your voting intentions please sign and date this document and return it to the Company at the registered office

If you do not agree with 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 from the required majority of eligible members for the Resolutions to be passed, it will lapse If you agree to the Resolutions, please ensure that your agreement reaches us on or before this date.
- 4 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 ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CURRY LEAF EXPRESS LIMITED (Company number 9498934)

(the "Company")

(Adopted by special resolution passed on 7 May 2015)

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires

A Ordinary Shares: the A ordinary shares of £0.01 each in the share capital of the Company

Act: the Companies Act 2006

Articles: the Company's articles of association for the time being in force

B Ordinary Shares: the B ordinary shares of £0.01 each in the share capital of the Company

Business Day: 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

Conflict: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company

Eligible Director: 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)

Fair Price: means the price which the accountants of the Company state in writing to be in their opinion the fair value of the shares concerned on a sale as between a willing seller and a willing purchaser. In determining the Fair Price the accountants shall be instructed in particular

(a) to have regard to the rights and restrictions attached to these Shares in respect of income and capital,

(b) to have regard as to whether or not the Shares represent a minority interest or carry control of the Company, and

(c) if the Company is then carrying on business as a going concern, to assume that it will continue to do so

In stating the Fair Price the accountants' charges shall be borne as to one half by the Proposing Transferor and as to the remaining half amongst the Purchasers of the Shares in proportion to the number of shares to be purchased. If there are no Purchasers such remaining half shall also be borne by the Proposing Transferor. The accountants shall act as experts and not as arbitrators and their decision shall be final and binding on the parties.

Group: the Company, any subsidiary of the Company, any company of which the Company is a subsidiary (its holding company) and any other subsidiaries of any such holding company, in each case for the time being, and **member of the Group** shall mean any of them.

holding company: has the meaning given in article 1.6

Model Articles: 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 and reference to a numbered **Model Article** is a reference to that article of the Model Articles.

subsidiary: has the meaning given in article 1.6

- 1.2 Unless expressly provided otherwise 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. The final paragraph of Model Article 1 shall not apply to the Company.
- 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 a numbered **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise in these Articles, 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 made under it, whether before or after the date of adoption of these Articles, and

- (b) any amendment or re-enactment, whether before or after the date of adoption of these Articles and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

This article 1 5 shall not apply to the definition of **Model Articles** in article 1 1

- 1 6 A reference to a **holding company** or **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act
- 1 7 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1 8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles
- 1 9 Model Articles 8(3), 11(2) and (3), 14(1), (2), (3) and (4), 38, 52 and 53 shall not apply to the Company
- 1 10 Model Article 7 shall be amended by
 - (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a), and
 - (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 11 In Model Article 8(2), the words "copies of which have been signed by each eligible director" shall be deleted and replaced with the words "of which each Eligible Director has signed one or more copies"
- 1 12 Model Article 20 shall be amended by the insertion of the words "and the company secretary (if any)" before the words "properly incur"
- 1 13 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 14 In Model Article 30(4), the words "the terms on which shares are issued" shall be deleted and replaced with "the rights attached to any shares"
- 1 15 In Model Article 32(a), the words "the terms on which the share was issued" shall be deleted and replaced with "the rights attached to the share"
- 1 16 Model Article 44(3) 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 Model Article

DIRECTORS

2. DIRECTORS' GENERAL AUTHORITY

Any or all powers of the directors (or any of them) shall be restricted in such respects, to such extent and for such duration as the Board may from time to time by notice in writing to the Company prescribe

3 QUORUM FOR DIRECTORS' MEETINGS

3 1 Subject to article 3 2, the quorum for the transaction of business at a meeting of directors is any two Eligible Directors

3 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 5 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (as defined in article 5 1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director

4 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

4 1 Subject to section 177(5) and (6) and section 182(5) and (6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, 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 existing or proposed transaction or arrangement 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 existing or proposed transaction or arrangement 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 transaction or arrangement or from any such office or employment or from any interest in any such body

corporate and no such 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

- 4 2 The provisions of article 4 1(a) to article 4 1(f) (inclusive) are subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 5 3

5. DIRECTORS' CONFLICTS OF INTEREST

- 5 1 The directors may, in accordance with the requirements set out in this article 5, authorise any Conflict 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

- 5 2 Any authorisation under this article 5 will be effective only if

- (a) 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,
- (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

- 5 3 Any authorisation of a Conflict under this Article 5 may (whether at the time of giving the authorisation or subsequently) impose on the Interested Director such conditions or limitations, or be granted subject to such terms, as the directors may think fit for the purposes of dealing with the Conflict and the Interested Director will be obliged to conduct himself in accordance with any such terms and conditions

- 5 4 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, before such revocation or variation, in accordance with the terms of such authorisation

- 5 5 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, any member of the Group and no further authorisation under article 5 1 shall be necessary in respect of any such interest

- 5 6 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 that he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles, by the Company or by these Articles (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

6. 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 a form that enables the directors to retain a copy of such decisions

7. APPOINTMENT AND REMOVAL OF DIRECTORS

7 1 A Controlling Shareholder may at any time and from time to time by notice in writing to the Company appoint one or more persons to be a director or directors of the Company and to remove any director or directors from office (whether or not appointed pursuant to this article 7)

7 2 Model Article 18 shall be amended by the inclusion of the words "notification of the director's removal is received by the Company from a Controlling Shareholder pursuant to Article 8 1" as a new paragraph (g) at the end of that Model Article

7 3 Any removal of a director pursuant to article 7 1 shall be without prejudice to any claim for breach of contract under any employment agreement between the Company and the director so removed

SHARES AND SHAREHOLDERS

8 ISSUE OF NEW SHARES

8 1 The directors shall not exercise any power of the Company to allot shares or other securities in, or to grant rights to subscribe for, or convert into, shares or other securities of, the Company without the prior written consent of a Controlling Shareholder (if any)

8 2 The share capital of the Company is divided into A Ordinary Shares and B Ordinary Shares. The holders of B Ordinary Shares shall not be entitled to receive notice of attend nor vote at any general meeting of the Company. The A Ordinary Shares and the B Ordinary Shares shall otherwise be treated as though they were a single class of share

8 3 The shareholders shall have the right to receive dividends *pari passu* and *pro rata* in accordance with the number of shares held in the Company. This article 8 3 may only be amended by unanimous consent of all shareholders including for the avoidance of doubt the holders of the B Ordinary Shares

9. PRE EMPTION

9 1 No Shareholder wishing to transfer his shares (the "**Proposing Transferor**") shall be entitled to transfer such Shares without first offering them for transfer to the other

shareholders (the "**Remaining Shareholders**") of the Company in accordance with the provisions of this Article 9

- 9 2 The Proposing Transferor shall make an offer by giving the Company a notice in writing (a "**Transfer Notice**") specifying the number of shares offered (the "**Offered Shares**") and the price at which they are offered (the "**Fair Price**") The Transfer Notice may specify that, unless all the Offered Shares are sold none shall be sold
- 9 3 The Transfer Notice shall constitute the directors as the agent of the Proposing Transferor for the sale of the Offered Shares at the Fair Price The Transfer Notice may not be revoked unless the Board of Directors, so agree
- 9 4 As soon as practicable after the Company has received the Transfer Notice (or it becomes aware that a Transfer Notice has been deemed to have been given) and the Fair Price has been determined, the directors shall give notice to the Remaining Shareholders of the number of Offered Shares available for purchase and the Fair Price The notice shall invite each of the Remaining Shareholders to state in writing to the Company within 21 days whether he is willing to purchase any, and if so what maximum number ("**Maximum**") of the Offered Shares The Directors shall at the same time send a copy of the notice to the Proposing Transferor
- 9 5 As soon as this 21 day period has expired or when the Remaining Shareholders have responded, if earlier, the directors shall allocate the Offered Shares to the Remaining Shareholders (the "Purchaser(s)") Such allocation shall be made pro rata to the nominal amount of Shares held by each Remaining Shareholder but shall not exceed the Maximum which the Remaining Shareholders have indicated a willingness to purchase If the Transfer Notice states that the Proposing Transferor will only transfer all of the Offered Shares, no allocation will be made unless all the Offered Shares are allocated
- 9 6 Once the allocations have been made, the directors shall give details of the allocation in writing to the Proposing Transferor and each Purchaser and, within 7 days after these details are given, each Purchaser shall be bound to pay the purchase price for, and to accept a transfer of, the Offered Shares allocated to him and the Proposing Transferor shall be bound, on payment of the purchase price, to transfer the Offered Shares to the Purchasers
- 9 7 If the Proposing Transferor fails to transfer the Shares
- (a) the directors may appoint any person to execute transfers of the Offered Shares to the Purchasers and shall cause the names of the Purchasers to be entered in the register of Shareholders of the Company as the holders of the Offered Shares,
 - (b) the Company shall receive the purchase price on his behalf and shall hold it in trust for him, and

- (c) the receipt of the purchase price by the Company shall be a good discharge to the Purchasers and, after their names have been entered in the Register of Shareholders of the Company, the validity of these transactions shall not be questioned by any person

9 8 If at the end of the 21 day period referred to in Article 9 4 any of the Offered Shares have not been allocated under Article **Error! Reference source not found** , the Proposing Transferor may (with the consent of the Board) at any time within the next 60 days

- (a) transfer the Offered Shares not allocated, or
- (b) if the Transfer Notice contained a provision that, unless all the Offered Shares are sold to existing Shareholders, none shall be sold, and transfer all of the Offered Shares,

to any person or persons provided that such third party is not deemed to be a competitor of the Company, as determined by the Board and at a price which is not less than the Fair Price

10. DECEASED CRITICALLY ILL AND BANKRUPT SHAREHOLDER PROVISIONS

10 1 A person entitled to shares in consequence of the death (or bankruptcy of a member) shall be bound at any time, if and when required in writing by the board so to do, to give a Transfer Notice in respect of such shares, and if such person fails to give a Transfer Notice, he shall be deemed to have served the Company with a Transfer Notice in respect of those Shares Any Shareholder who is critically ill or mentally or physically permanently incapacitated shall be deemed to have served the Company with a Transfer Notice in respect of the Shares held by him The provisions of Article 9 shall apply to the shares and the Transfer Notice, the Transfer Notice (if not actually given) shall be deemed to have been received by the Company on the date on which the Directors required the Transfer Notice to be given and price for the shares shall be the Fair Price as at the date on which the Transfer Notice is either actually given or deemed to have been received by the Company

11. QUORUM FOR GENERAL MEETINGS

11 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

11 2 Where the Company has only one shareholder for the time being, one qualifying person (as defined in section 318 of the Act) present at the meeting shall be a quorum In any other case, the quorum shall be any two shareholders present in person, by proxy or by authorised representative

12. PROXIES

- 12 1 Model Article 45(1)(d) 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"
- 12 2 Model Article 45(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Model Article

ADMINISTRATIVE ARRANGEMENTS

13. MEANS OF COMMUNICATION TO BE USED

- 13 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 3, no account shall be taken of any part of a day that is not a Business Day

- 13 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

- 13 3 The holders of the B Ordinary Shares shall be entitled to receive from the board management accounts and quarterly reports on a quarterly basis

14 INDEMNITY AND INSURANCE

- 14 1 Subject to article 14 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 in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, or regulatory investigation or action, in which judgment is given in his favour or in which he is acquitted or the proceedings are, or the investigation or action is, 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, investigation, action or application referred to in article 14 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

- 14 2 This article 14 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly

- 14 3 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

- 14 4 In this Article 14

- (a) **associated company** means any member of the Group and **associated companies** shall be construed accordingly,
- (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) a **relevant officer** means any 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)