

The Companies Act 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION of

ROCKSTONE PROJECT MANAGEMENT SERVICES LIMITED

Company Number 9533408

("the Company")

Date: *26th September 2016*

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the director of the Company proposes that the following resolution be passed as Ordinary and Special Resolutions:

ORDINARY RESOLUTIONS

- 1 That the shares of the Company including the subscriber share be redenominated as 1p ordinary voting shares having a nominal value of 1/100th of each existing share
- 2 That The Secretary be instructed to alter the Register of Members accordingly and to issue a new Share Certificate in replacement of the Subscriber Share Certificate

SPECIAL RESOLUTION

- 3 That the Articles of Association of the Company be amended by the following amendments, and completely amended new Articles of Association be printed

AMENDMENTS to the ARTICLES of ASSOCIATION

INDEX: Delete "14 Conflicts of Interest 15 Records of decisions to be kept "
Insert "14 Pre-emption of Shares, 15 Founder Rights"
Insert "54. Tag Along, 55 Drag Along"

Article 1 Add before "director.. ", ""controlling interest" means an interest (as defined in Sections 820-825 Companies Act 2006) in shares conferring in aggregate more than 50% of the total voting rights of all shareholders at that time "

Add before "fully-paid"; ""Founder" means Clive McAfee"

Insert after ""shares" means"; "1p ordinary voting"

In **Article 13** delete "(1)" and delete (2) entirely

Delete **Articles 14 and 15** entirely, including the headings Insert in its place,

"Pre-emption Rights"

"Article 14 (1) Unless otherwise agreed by special resolution or by written resolution, if the Company proposes to allot any new shares those new shares shall not be allotted to any person unless the

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Company has offered the shareholders those shares at the same price and on the same terms pro rata to each shareholder's holding, (as nearly without fractions). The offer shall be in writing, give details of the number and subscription price of the new shares, and shall allow a period of not less than 28 days to respond

(2) Sections 561 (1) and 562 (1)-(4) Companies Act 2006 shall be excluded from applying to the Company

Founder Rights

Article 15 The Founder shall be entitled at any time to subscribe for shares without restriction as to price or otherwise, without the consent of the Board, provided that the shares so issued together with the Founder's initial shares do not exceed 75% of the issued share capital of the Company "

In Article 24 add "(6) Certificates may be in an electronic form "

In Article 25 insert after "(1)" "subject to Article 24 (6),"

Insert as Articles 54 and 55

"Transfers –Change of Control

Drag Along

54 (1) No transfer of any shares to any person whether or not then a shareholder of the Company obtaining a controlling interest in the Company shall be made or registered without the proposed transferee having made an offer to purchase all the other shares on similar terms at the specified price which offer every shareholder shall have 14 days to accept or reject in writing (and in default of doing so will be deemed to have rejected the offer

(2) If the shareholders holding more than 50% of the voting rights in the Company wish to transfer all their shares to a third party who is not already a shareholder, then those majority shareholders shall have a Drag Along option to require all the other shareholders to sell their shares to the third party or as the third party shall direct at the same price as the majority

(3) The majority in (2) above shall exercise their Drag Along option by notice in writing specifying that the minority shareholders are required to transfer all their shares, to whom, at what price and on what date. Such a notice is irrevocable but will lapse if there is no sale of shares by the majority within 90 days after service of the notice

(4) If the minority shareholders having accepted such an offer with the majority fail to transfer their shares, then the Directors may authorise someone to effect transfer of the relevant shares and shall have full power and authority to deliver to the third party in the name and on behalf of the defaulting shareholders forms of transfer and on receipt of the price from the third party the Company shall be authorised to give a good receipt and register the third party as holder of the shares. The defaulting shareholders shall be entitled to receive the price which shall be net of any costs and expenses incurred by the Company as a result of their default, and no interest will be due

Tag Along

55 (1) If the shareholders holding more than 50% of the voting rights in the Company wish to transfer all their shares to a third party who is not already a shareholder, then they shall immediately give notice to the other shareholders of their intention to sell. The majority shareholder must not complete the sale of any shares to the third party for 28 days, unless every other shareholder agrees to co-sell at the same price and on the same terms to the third party or as the third party directs.

(2) The other shareholders may within 28 days of formal notice from the majority shareholders exercise a Tag Along option by giving notice to the majority shareholders specifying that the relevant shareholder wishes to transfer some or all of their shares together with the majority.

(3) A Tag Along Notice is irrevocable but shall lapse after 90 days. If the minority sellers are not permitted to sell the relevant shares for any reason within 90 days, then the majority shareholders may not complete the sale of their shares to the third party, unless the minority shareholders agree otherwise."

Signed



Clive McAfee