

**WRITTEN RESOLUTIONS**  
  
of  
the ordinary shareholder of  
**ENERGI CABLE SERVICES LIMITED**  
(Company number: **02514932**)  
the "Company")

**Circulation Date:** 30 March 2023

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company (Directors) propose that the Resolutions 1 and 2 are passed as special resolutions and that Resolution 3 be passed as an ordinary resolution:

<b>SPECIAL RESOLUTIONS</b>
<b>1. Change to Articles of Association</b> THAT with immediate effect, the articles of association of the Company be amended by replacing the wording in the existing Article 11.2 with the wording in the new Article 11.2 in the form as set out in the Appendix to these resolutions and by adding a new article as article number 19 in the form set out in the Appendix to these resolutions.
<b>2. Waiver of pre-emption rights of existing member</b> THAT in accordance with section 569 of the Companies Act 2006 (CA 2006), the directors of the Company be generally empowered to allot equity securities (as defined by section 560 of the CA 2006) as if section 561 of the CA 2006 did not apply to any such allotment.
<b>ORDINARY RESOLUTION</b>
<b>3. Issue and allotment</b> <b>THAT</b> pursuant the Company's Articles of Association, the Directors be unconditionally authorised to issue and allot 40 ordinary shares of £1 each in the capital of the Company such ordinary shares shall rank pari passu having the rights and subject to the restrictions set out in the Articles of Association of the Company (as amended by Resolution 1).

**AGREEMENT:**

The undersigned, being the ordinary shareholder of the Company entitled to vote on the Resolutions on the Circulation Date, hereby Irrevocably agrees to the Resolutions.

Signed by:  .....

John Collett

Director

For and on behalf of Energi Cable Services Trustees Limited.

Dated: 30 March, 2023

**IMPORTANT:**

To signify your agreement to the Resolutions you must: 1) sign and date this document where indicated above; 2) return the signed document to the Directors of the Company by hand or post to at 1 Wrexham Road, Laindon, Essex, England, SS15 6PX; and 3) ensure that the signed document is received by the Company no later than 28 days following the Circulation Date.

If the Resolutions are not passed by the date specified above, they will lapse.

## APPENDIX

- 11.2** No Share shall be transferred and the Directors shall refuse to register a transfer of any Share, unless the proposed transfer has EOT Approval and is made accordance with these Articles. The Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent

## **19 Drag Along**

- 19.1** If the holders of a majority of the Ordinary Shares (**Accepting Members**) propose to accept an offer from an unconnected third party (or any person or persons acting in concert with it) (**Offeror**) which is on bona fide arm's length terms for a majority or all of the of Shares then the Accepting Members shall have the right (**the Drag Along Right**) to require the other members (**Other Members**), which term shall include members who subsequently become shareholders, to sell their Shares at the price that the Accepting Members accept are entitled to receive under and on such terms as the Offeror has offered in respect of the Shares in accordance with this Article.
- 19.2** The Drag Along Right shall be exercised by the Accepting Members sending written notice (**Drag Along Notice**) to all the other members of the Company within fourteen (14) business days of a confirmed offer having been made by the Offeror to the Accepting Members (**Offer**), unless during such interval it is withdrawn. The Drag Along Notice shall include reasonable details of the Offer (including the price per Share) and where possible, the identity of the Offeror and shall be accompanied by all documents required to be executed by the Other Members to agree to sell their Shares according to this Article 19.
- 19.2** A Drag Along Notice once given shall be irrevocable but shall lapse (and its obligations shall lapse) in the event that the Accepting Members do not transfer their Shares in the Company which are the subject of the Offer to the Offeror or the Offeror's nominee within three (3) months from the date of the Drag Along Notice and the Other Members shall not, in any event, be obliged to transfer their Shares in the Company to the Offeror or its nominee prior to the date on which the Accepting Members complete the transfer of their Shares in the Company to the Offeror or its nominee.
- 19.3** Upon the exercise of the Drag Along Right in accordance with this Article 19 the Other Members shall be bound to sell their shares on the terms provided for under the Offer and at the price which they are entitled to receive under Article 19.1.
- 19.4** If any of the Other Members fail to comply with a Drag Along Notice, to ensure compliance with the Drag Along Right, the Directors may authorise any person as their attorney to sign all such documents and take all such steps as may be necessary to transfer title to their Shares to the Offeror in compliance with the Drag Along Right. The Directors may in particular authorise any person to execute a transfer of any Shares in the Company held by the Other Members in favour of the Offeror (or its nominee) and the authorised person may give a good receipt for the purchase price of such Shares and the Company

shall (subject to these articles) register the Offeror (or its nominee) as holder of such Shares and issue to it certificates for them.

The Other Members shall in such case be bound to deliver up their certificate(s) for their Shares to the Company and they shall then be entitled to receive the purchase price for such Shares which shall in the meantime be held by the authorised person on trust for them but without interest. After the name of the Offeror (or its nominee) has been entered in the Company's Register of Members in exercise of these powers, the validity of the proceedings shall not be questioned by any person.