

This resolution ratifies the previous share redesignation resolutions filed on 3 September 2014 and 18 November 2014

Company number 06395450

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

CRISTIE SOFTWARE LIMITED (Company)

We hereby certify this to be
a true copy of the original
Gannons
Gannons Solicitors
Date: *05-05-15*

29th April 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed (**Resolutions**)

Special Resolutions

Variation of class rights

- 1 THAT, in accordance with section 630 of the Companies Act 2006, that Janet Elizabeth Blake's 225,000 Deferred Shares of £0.02 each in the capital of the Company. Janet Elizabeth Blake hereby irrevocably consents to and sanctions the passing of resolution 2 and every variation, modification or abrogation of the rights, privileges and restrictions attaching to the 225,000 Deferred Shares of £0.02 each as a class of shares which will or may be effected thereby

Articles of Association

- 2 THAT, the articles of association be amended by adopting the articles of association attached to the resolution in substitution for the existing articles of association of the Company

Ordinary Resolution

Share re-designation

- 3 THAT, the 225,000 Deferred Shares of £0.02 in the Company previously issued to Janet Elizabeth Blake be re-designated as 225,000 B Ordinary Shares of £0.02 in the capital of the Company having the rights as set out in the articles of association and that following the re-designation there will be 225,000 B Ordinary Shares of £0.02 in issue and no Deferred Shares in issue



This resolution ratifies the previous share redesignation resolutions filed on 3 September 2014 and 18 November 2014

AGREEMENT

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

The undersigned, a person entitled to vote on the Resolutions, hereby irrevocably agrees to the Resolutions

Signed by IAN CAMERON

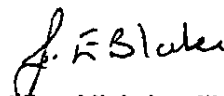


Shareholder – IAN CAMERON

Date

29/4/15

Signed JANET ELIZABETH BLAKE



Shareholder – JANET ELIZABETH
BLAKE

Date

29/4/15

NOTES

1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to the Company Secretary

You may not return the Resolutions to the Company by any other method

If you do not agree to 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, by the date falling 14 days after the date first above noted, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.

THE COMPANIES ACTS 1985 AND 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CRISTIE SOFTWARE LIMITED

(Adopted by Special Resolution on 29th April 2015)

PRELIMINARY

- 1 In these Articles and in Table A -

"the Act"

means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force

"Table A"

means Table A in the Companies (Tables A-F) Regulations 1985 as from time to time amended, modified or re-enacted.

- 2 (A) Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company
- (B) Regulations 24, 46, 50, 73-80 inclusive, 94-97 inclusive and 118 in Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company
- 3 In these Articles, where the context so permits, words importing the singular number only shall include the plural number (and vice versa), words importing the masculine gender, words importing persons shall include corporations and the expression "paid up" shall include credited as paid up

SHARE CAPITAL

- 4 The share capital of the Company shall comprise Ordinary Shares and B Ordinary Shares. The Ordinary Shares and B Ordinary Shares shall rank par passu in all respects, save as provided in these Articles but shall constitute separate classes of shares

As regards income

- 5 The Ordinary Shares and B Ordinary Shares shall be treated as separate classes of Shares for the purpose of distribution of profits by way of dividend. Any profits which the Company may lawfully determine to distribute in respect of any financial year shall be distributed amongst the holders of the separate classes of Shares as the Directors in their absolute discretion decide from time to time
- 6 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust, encumbrance or charge of any description over that share, and reference to a share includes a beneficial or other interest in a share
- 7 The rights attached to any class of shares may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class. A resolution in writing signed by all the holders of the issued shares of that class shall be as valid and effective as if the same had been passed at a general meeting of the holders of the shares of that class. To every such separate general meeting the provisions of these Articles relating to general meetings shall apply, but so that the necessary quorum other than at an adjourned meeting shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question and at an adjourned meeting shall be one person holding shares of the class in question or his proxy and any holder of shares of the class in question in present or by proxy may demand a poll

SHARES

- 8 (A) In this Article "relevant securities"
- (i) until the repeal of section 80(2) of the Companies Act 1985 takes effect, shall have the meaning ascribed thereto by Section 80(2) of the Companies Act 1985 and references to the allotment of relevant securities shall be construed in the same manner as in that Section, and
- (ii) thereafter, shall mean shares in the Company and rights to subscribe for, or to convert any security into, shares in the Company
- (B) With effect from the bringing into effect of section 550 of the Companies Act 2006 the authority to directors to allot shares and grant rights thereunder shall have effect for so long as the Company has only one class of shares
- (C) With effect from the bringing into effect of section 549 of the Companies Act 2006, if and for so long as the Company has more than one class of shares, subject to the provisions of these Articles the Directors shall have general and unconditional authority unlimited in time to allot any relevant securities up to the maximum amount hereinafter laid down. The maximum amount of relevant securities which may be allotted under the authority hereby conferred shall be that which would result in the issue of all the shares in the Company for the time being unissued. The authority conferred by this Article 8(C) shall expire on the date which is five years after adoption of these Articles
- (D) Until sections 549 and 550 of the Companies Act 2006 come into effect, the directors shall have general and unconditional authority (limited in time as hereinafter provided) to allot any relevant securities up to the maximum amount hereinafter laid down. The maximum amount of relevant securities which may be allotted under the authority hereby conferred shall be that which would result in the issue of all the shares in the Company for the time being unissued. Subject to

186

Section 80(7) of the Act, the authority hereby conferred shall expire five years after the date of the adoption of these Articles unless renewed (with or without variation) by the Company in general meeting at any time and from time to time before or after the date on which it would otherwise have expired

- (E) Save as the Company may by Special Resolution otherwise direct, any relevant securities at the date of adoption of these Articles and any relevant securities hereafter created shall before issue be offered for subscription in the first instance to the existing holders of ordinary shares in proportion as nearly as the circumstances will admit to the number of ordinary shares then held by each of them respectively. At the expiration of the time limit specified by such offer for the acceptance of such relevant securities the balances of any relevant securities offered to the holders of ordinary shares but not so accepted shall be offered for subscription to those holders of ordinary shares who have accepted all the relevant securities to which they are respectively entitled and who shall, if more than one, be entitled to subscribe for such balances of relevant securities in the proportion as nearly as the circumstances will admit to the number of the ordinary shares then held by each of them respectively
- (F) Any such offer as aforesaid shall be made by notice in writing specifying the number of relevant securities and the price at which the same are offered and limiting the time (not being less than twenty-eight days unless the member to whom the offer is to be made otherwise agrees) within which the offer, if not accepted, will be deemed to be declined
- (G) The Directors may dispose of any new relevant securities not disposed of pursuant to the foregoing provisions in such manner as they think most beneficial to the Company, the Directors may likewise so dispose of any relevant securities which (by reason of the ratio which the relevant securities bear to ordinary shares held by persons entitled to an offer of relevant securities) cannot, in the opinion of the Directors, be conveniently offered under this paragraph (G). Any disposal under this paragraph (G) shall not be at a price which is lower than the price at which the existing holders of ordinary shares shall have been invited to subscribe for such relevant securities
- (H) By virtue of Section 91 of the Act the provisions of Section 89(1) and Section 90(1) to (6) of the Act shall not apply to the Company. With effect from the bringing into effect of Section 567 of the Companies Act 2006, Sections 561 and 562 of the Companies Act 2006 shall not apply to the Company
- (I) The provisions of this Article 8 shall apply to all new shares in the capital of the Company and all new shares created on any increase of capital shall be subject to the same provisions with reference to the payment of calls, transfers, transmission, forfeiture, lien and otherwise as if they had been part of the capital at the date of the adoption of these Articles

TRANSMISSION OF SHARES

- 9 The Board may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within sixty days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with. Regulation 31 in Table A shall be modified accordingly

TRANSFER OF SHARES

- 10 (A) Every member and every person entitled to a share or shares by reason of the death or insolvency of a member who intends to transfer shares or any interest

therein (hereinafter called "the proposing transferor") shall before transferring or agreeing to transfer any of his shares or any interest therein give notice in writing (hereinafter called "the transfer notice") to the Company of his intention. The transfer notice shall constitute the Company his agent for the sale of the shares therein referred to (together with all rights then attached thereto) at the prescribed price to any member in the manner hereinafter appearing and shall not be revocable except with the agreement of a majority of the directors

- (B) For the purpose of this Article the prescribed price shall be the price which the proposing transferor shall have been offered by the third party offering to buy his shares or if there is no such third party the price which the proposing transferor states in the transfer notice
- (C) All shares included in any transfer notice shall be offered by notice in writing by the Company to all members holding shares of whatever class in the Company (other than the member to whose shares the transfer notice relates) for purchase at the prescribed price on the basis that in case of competition the shares so offered shall (in accordance with but subject to the provisions of the next following paragraph) be sold to the acceptors holding shares of the same class as the shares being offered in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares of the same class and in the event of members holding shares of the same class(es) not taking all the shares so offered, then the shares so offered but not so sold shall be sold to the members holding shares of the other classes and in the case of competition on a similar basis mutatis mutandis as aforesaid. Any such offer shall specify a period (not being less than seven days and not more than twenty-eight days) within which it must be accepted or in default will lapse
- (D) If members (hereinafter called "purchasers") shall within the said period of the offer agree to purchase the shares concerned or any of them the Company shall forthwith give notice in writing as hereinafter mentioned to the proposing transferor and to the purchasers and upon payment of the prescribed price the proposing transferor shall be bound to transfer such shares to the respective purchasers accordingly. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at the registered office of the Company at noon on the day 21 days after the date of such notice. PROVIDED always that if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned this paragraph shall not apply unless the Company shall have found purchasers for all of such shares
- (E) If a proposing transferor shall fail or refuse to transfer any shares to a purchaser hereunder the directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the proposing transferor and cause the purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after the purchase has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person
- (F) If at the expiry of the period referred to in paragraph (C) above, members of the Company shall not have agreed to purchase all the shares so offered the Company shall forthwith give notice in writing thereof to the transferor and he shall be at liberty at any time thereafter up to the expiration of two months after the giving of such notice (subject only to paragraph (G) hereof) to transfer those shares which members shall not have so agreed to purchase to any person on a

bona fide sale at any price not being less than the prescribed price PROVIDED THAT -

- (i) if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned he shall not be entitled hereunder to transfer any of such shares unless in aggregate the whole of such shares are so transferred, and
 - (ii) the directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer
- (G) The directors may in their absolute and uncontrolled discretion and without assigning any reason therefor refuse to register any proposed transfer of a share which is not fully paid or on which the Company has a lien Regulation 24 of Table A shall not apply to the Company
- (H) If any member is an employee of the Company and that employment is terminated for any reason, then that member shall be required to serve a transfer notice in respect of all the shares held by that member and in such circumstances the prescribed price shall be the amount paid up on those shares or the nominal value of those shares, whichever is the lower

GENERAL MEETINGS

- 11 If and so long as the number of members is less than two, a sole member may exercise all the rights vested in the members and Regulation 40 of Table A shall not apply
- 12 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or by any member present in person or by proxy and entitled to vote, and a demand by a person as proxy for a member shall be the same as a demand by the member The Chairman shall not have a casting vote on an equality of votes, whether on a show of hands or on a poll at any general meeting
- 13 If at any adjourned meeting of members of the Company a quorum is not present within half an hour from the time appointed for the meeting, the member present shall be a quorum
- 14 For the purpose of Regulation 53 in Table A a director or secretary of a corporation which is for the time being a member shall be deemed to be a person authorised to execute a resolution on behalf of that corporation
- 15 A proxy shall be entitled to vote on a show of hands and Regulation 54 in Table A shall be modified accordingly

DIRECTORS

- 16 The number of directors shall be not less than one nor more than five.
- 17 A director shall not be required to hold any qualification shares in the Company, but nevertheless shall be entitled to attend and speak at any general meeting and at any separate general meeting of the holders of any class of shares in the capital of the Company

184

- 18 A director shall be paid such remuneration by way of salary, commission or percentage of profits or otherwise as the directors may determine Regulation 82 in Table A shall be modified accordingly

ALTERNATE DIRECTORS

- 19 Each director shall have the power from time to time to appoint any other director or any person approved by the directors (such approval not to be unreasonably withheld) to act as an alternate director and may remove from office an alternate director as appointed by him Regulation 65 in Table A shall be modified accordingly.
- 20 (A) The remuneration of an alternate director shall be payable out of the remuneration payable to the director appointing him and shall consist of such part (if any) of such remuneration as shall be agreed between the alternate director and the director appointing him Regulation 66 in Table A shall be modified accordingly
- (B) The alternate director shall benefit from the indemnity set out in Article 26

PROCEEDINGS OF DIRECTORS

- 21 Subject to the provisions of Part X of the Act a director may be interested directly or indirectly in any contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor Notwithstanding his interest a director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him
- 22 Any director or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

- 23 The directors shall have power at any time and from time to time, to appoint any person or persons to be a director or directors, either to fill a casual vacancy or as an addition to the existing directors
- 24 Without prejudice to the powers of the Company under Section 303 of the Act to remove a director by ordinary resolution, the holder or holders for the time being of more than one half in nominal value of the issued ordinary shares of the Company shall have the power from time to time and at any time to appoint any person or persons as a director or directors, either as an addition to the existing directors or to fill any vacancy, and to remove from office any director howsoever appointed Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same, or in the case of a member being a company signed on its behalf by one of its directors, and shall take effect upon lodgement at the registered office of the Company
- 25 Regulation 81(e) in Table A shall not apply if the absent director shall have appointed an alternate director who has not been similarly absent during the period referred to therein
- 26 The Company may at any time and from time to time by ordinary resolution appoint any person who is willing to act to be a director, either to fill a casual vacancy or as an additional director.

182.

INDEMNITY

- 27 Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including 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 under Section 144 or Section 727 of the Act in which relief is granted to him by the court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect to the extent it constitutes a qualifying third party indemnity provision as defined in Section 309B of the Act

OFFER FOR THE COMPANY

- 28 (A) Should any offer or proposal to purchase the whole issued share of the Company made by any person ("the Offeror") (including for the avoidance of doubt an offer or proposal relating to a purchase intended to be effected by private contract as well as one made by way of a general offer) which is open for acceptance by all the members of the Company be approved by the holders of at least seventy-five per cent of the ordinary shares at a general meeting convened in accordance with the provisions of these Articles every member shall become bound to transfer all his shares to the Offeror or its nominee for the consideration specified in the offer and upon such other terms as may be specified therein. If any member shall fail to transfer all his shares as aforesaid the Directors may authorise some person to execute any necessary transfers or other documents. The purchase money or other consideration shall be received by the Company or by such person authorised by the members approving the offer as aforesaid who shall hold the same in trust for the members concerned. The receipt of the Company or such authorised person for the purchase money or other consideration shall be a good discharge to the Offeror and after the name of the Offeror or its nominee shall have been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any persons. Upon a member becoming bound as aforesaid he shall cease to be entitled to the rights of pre-emption in relation to share transfers contained in these Articles. For the avoidance of doubt no separate class meetings shall be required for the approval of any offer or proposal pursuant to this Article
- (B) If any member shall fail to transfer all his shares as aforesaid the Directors may authorise some person to execute any necessary transfers or other documents. The purchase money or other consideration shall be received by the Company or by such person authorised by the members approving the offer as aforesaid who shall hold the same in trust for the members concerned. The receipt of the Company or such authorised person for the purchase money or other consideration shall be a good discharge to the Offeror and after the name of the Offeror or its nominee shall have been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any persons. Upon a member becoming bound as aforesaid he shall cease to be entitled to the rights of pre-emption in relation to share transfers contained in these Articles. For the avoidance of doubt no separate class meetings shall be required for the approval of any offer or proposal pursuant to this Article
- (C) No member shall become bound to accept such offer as is mentioned in paragraph (A) of this Article unless there is circulated to all members with the notice convening the meeting at which the resolution approving the offer is to be proposed a statement setting out the terms of the offer together with copies of all

documents required to be executed by acceptors of the offer and 14 days' notice of the holding of such meeting shall be given. For the purposes of the said paragraph (A) an offer may include one which is still subject to contract or in some way conditional provided that this is stated in the aforesaid statement but no member shall become bound by the offer until such time as the Offeror shall have become bound by its offer.

- (D) For the purposes of this Article 28, an offer or proposal shall be treated as being made to all members of the Company on identical terms notwithstanding that one or more but not all members may be required to give any warranty, undertaking and/or indemnity to the Offeror.
- (E) No member of the Company may be required by the provisions of this Article 28 to accept any obligation to the Offeror other than the obligation to transfer all his shares for the consideration specified in the offer and upon such other terms as may be specified therein and other obligations expressly set out in this Article 28.

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small flourish.