

Company number 3623712

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN SHAREHOLDER RESOLUTION

of

AURORA COMPUTER SERVICES LIMITED ("**the Company**")

Circulation date: 27th November 2018 ("**the Circulation Date**")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution below is passed as a written resolution ("**the Resolution**").

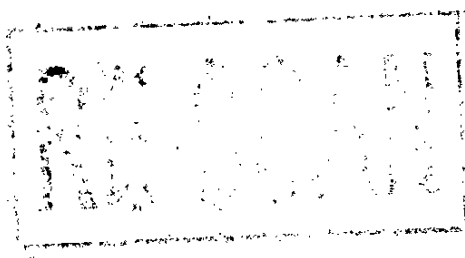
SPECIAL RESOLUTION

Subject to both:

- (i) the hiving down of the business of the Company relating to the sale, supply and maintenance of human face recognition software and related hardware to the construction and security industries carried on by the Company to its wholly owned subsidiary Aurora Construction and Security Limited ("**the Subsidiary**"); and
- (ii) the subsequent sale of the entire issued share capital of the Subsidiary by the Company

IT IS RESOLVED THAT:

- 1 the attached articles of association be adopted as the new articles of association of the Company with immediate effect; and
- 2 the share premium account of the Company be reduced by £1.6m from £2.167m to £0.567m and the amount by which the share premium account is so reduced be credited to the profit and loss account to facilitate the payment of dividends.



21/11/19
005

FRIDAY



AGREEMENT

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

If you are an "A" shareholder sign the "A" Shareholder box. If you are a "B" shareholder sign the "B" Shareholder box. If you are an "A" shareholder and a "B" shareholder sign both the "A" Shareholder box AND the "B" shareholder box.

The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) <i>[Signature]</i>
Duly authorised for (print name here) <i>RON AUSTIN</i>
(an "A" shareholder)
<i>29 - 11 - 2018</i>
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

NOTES

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **Post:** returning the signed copy by post to Lee Scorer, the Company Secretary at The Charles Parker Building, Midland Road, Higham Ferrers, Northamptonshire, NN10 8DN.

If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply. You can choose to agree to all of the Resolution or none of them, but you cannot agree to part only of it.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.

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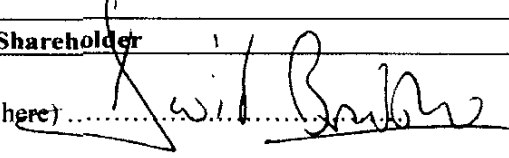


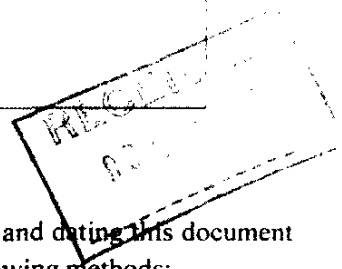
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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) 
Duly authorised for (print name here) <u>DAVID BRASHAW</u>
(an "A" shareholder)
<u>29 November 2018</u>
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018



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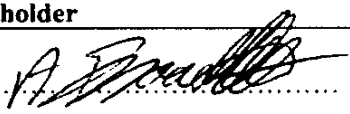
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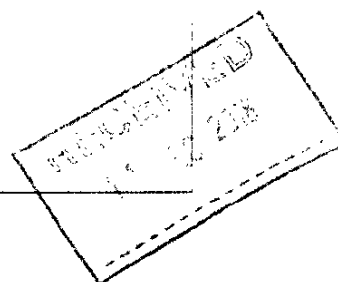


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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) 
Duly authorised for (print name here) <u>ANDREW BROADBENT</u>
(an "A" shareholder)
<u>7th DECEMBER</u> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018



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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) <i>[Signature]</i>
Duly authorised for (print name here) <i>NOBLE GROSVART INVESTMENTS LTD</i>
(an "A" shareholder)
<i>29 November</i> 2018
"B" Shareholder
(sign here) <i>[Signature]</i>
Duly authorised for (print name here) <i>NOBLE GROSVART INVESTMENTS LTD</i>
(a "B" shareholder)
<i>29 November</i> 2018

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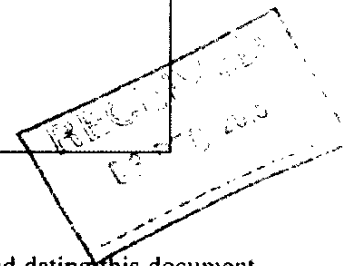


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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) <i>Hugh Carr-Archer</i>
Duly authorised for (print name here) <i>Hugh Carr-Archer</i>
(an "A" shareholder)
..... 3 December 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018



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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) <i>Vincent Chandler</i>
Duly authorised for (print name here) <i>VINCENT CHANDLER</i>
(an "A" shareholder)
<i>5th Dec</i> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) 
Duly authorised for (print name here) GRAHAM COX
(an "A" shareholder)
29/November 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018



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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) <u>Caryl A. Dick</u>
Duly authorised for (print name here) <u>CARYL DICK</u>
(an "A" shareholder)
<u>29th Nov</u> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) <i>Grant Fudge</i>
Duly authorised for (print name here) <i>Grant Fudge</i>
(an "A" shareholder)
<i>11.12.</i> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

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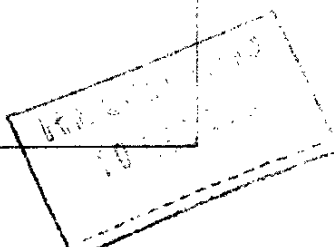
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"A" Shareholder
(sign here) <u>[Signature]</u>
Duly authorised for (print name here) <u>Barbara Thompson</u>
(an "A" shareholder)
<u>Dec 6th</u> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018



NOTES

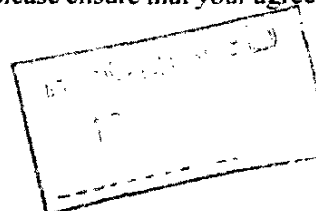
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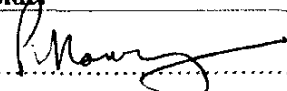


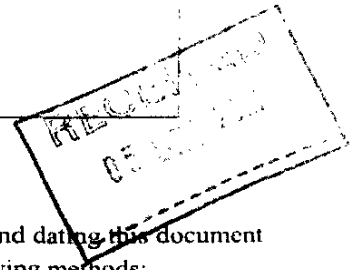


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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder	
(sign here)	
Duly authorised for (print name here)	PETER HYLTON HARVEY
(an "A" shareholder)	
1/12/	2018
"B" Shareholder	
(sign here)	
Duly authorised for (print name here)	
(a "B" shareholder)	
	2018



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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) .. <i>Carol Houghton</i>
Duly authorised for (print name here) CAROL HOUGHTON
(an "A" shareholder)
5 DECEMBER 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

RECEIVED
07 DEC 2018

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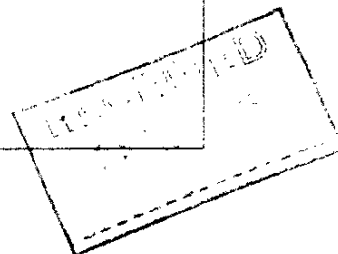
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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) <i>Stuart Lyons</i>
Duly authorised for (print name here) <i>STUART LYONS CBE</i>
(an "A" shareholder)
<i>28th November</i> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018



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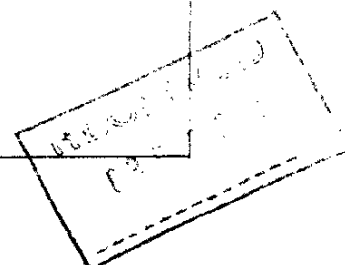
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"A" Shareholder
(sign here) ... <i>A.M. Queen</i>
Duly authorised for (print name here) ... <i>ALAN M. QUEEN</i> ..
(an "A" shareholder)
..... <i>29 November</i> ... 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018



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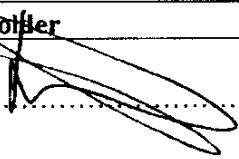
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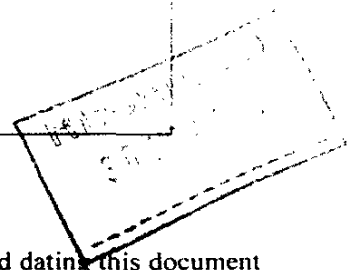
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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder	
(sign here)	
Duly authorised for (print name here)	JOHN MICHAELIS
(an "A" shareholder)	
29/11/.....	2018
"B" Shareholder	
(sign here)	
Duly authorised for (print name here)	
(a "B" shareholder)	
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If you are an "A" shareholder sign the "A" Shareholder box. If you are a "B" shareholder sign the "B" Shareholder box. If you are an "A" shareholder and a "B" shareholder sign both the "A" Shareholder box AND the "B" shareholder box.

The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here)
Duly authorised for (print name here) <u>WENDY MICHAELS</u>
(an "A" shareholder)
<u>29/11/</u> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here)
Duly authorised for (print name here) <u>PETER NICOL</u>
(an "A" shareholder)
<u>3rd December</u> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

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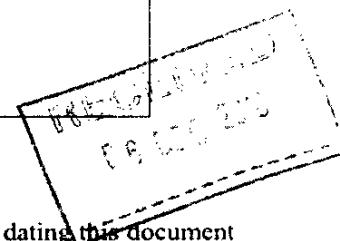
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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) <i>Helen Prentice</i>
Duly authorised for (print name here) <i>HELEN PRENTICE</i>
(an "A" shareholder)
<i>6th DECEMBER</i> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018



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"A" Shareholder
(sign here) <i>Lin</i>
Duly authorised for (print name here) <i>LYNSEY ROBINSON</i>
(an "A" shareholder)
..... <i>4TH DECEMBER</i> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

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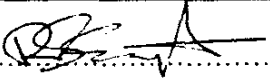


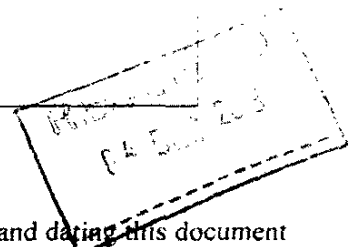
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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) 
Duly authorised for (print name here) <u>RAJINDER SANGHERA</u>
(an "A" shareholder)
<u>3/12</u> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018



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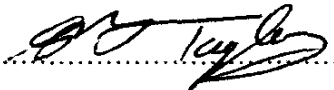
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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) 
Duly authorised for (print name here) <u>STUART M. TAYLOR</u>
(an "A" shareholder)
<u>29 November</u> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

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"A" Shareholder
(sign here) <u>R. Townsend</u>
Duly authorised for (print name here) <u>RACHEL TOWNSEND</u>
(an "A" shareholder)
<u>27th November</u> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) .. <i>G. Wainwright</i>
Duly authorised for (print name here) .. <i>GEOFFREY WAINWRIGHT</i>
(an "A" shareholder)
<i>1st DECEMBER</i> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

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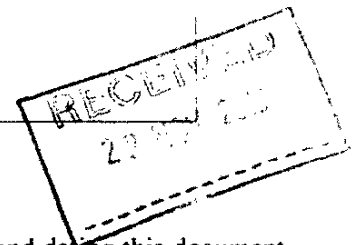
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(sign here) <i>[Signature]</i>
Duly authorised for (print name here) <i>P. R. USHER</i>
(an "A" shareholder)
..... <i>29/11/</i> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018



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The undersigned, being entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

"A" Shareholder
(sign here) <u>S. J. Witton</u>
Duly authorised for (print name here) <u>STANLEY JOHN WITTON</u>
(an "A" shareholder)
<u>4th December</u> 2018
"B" Shareholder
(sign here)
Duly authorised for (print name here)
(a "B" shareholder)
..... 2018

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4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5. 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.

Company No 3623712

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF AURORA
COMPUTER SERVICES LIMITED

Adopted by Special Resolution passed on
27th November 2018

COMPANIES HOUSE

1. Interpretation

In these Articles, if not inconsistent with the subject or context –

- 1.1. "the Act" means the Companies Act 1985 as amended or re-enacted from time to time.
- 1.2. "A" Shares and "B" Shares means the "A" Shares of 1 penny each and "B" Shares of 1 penny each of the Company.
- 1.3. "Table A" means Table A in the Schedule to the Companies (Tables A-F) Regulations 1985.

2. Table A

- 2.1. The regulations contained in Table A apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.
- 2.2. Regulations 2, 8, 17, 24, 32(a), 40, 41, 50, 64, 65, 73 to 77 inclusive 80, 89, 94, 97 and 118 of Table A do not apply to the Company.

3. Share capital

- 3.1. The share capital of the Company (at the date of adoption of these Articles) is £100,000 divided into 8,000,000 "A" Shares of 1 penny each and 2,000,000 "B" Shares of 1 penny each.

4. Dividends

- 4.1. The profits of the Company available for distribution shall be used inter alia to pay dividends of such amounts as the directors may determine and recommend to the members of the Company and such dividends shall be paid to the holders of the "A" Shares and "B" Shares (pari passu as if the same constituted one class of share) in proportion to the number of shares held by them respectively.

5. Return of capital

- 5.1. On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied in the following order of priority –

5.1.1. first in paying to the holders of the "B" Shares the amount of any premium paid on such shares;

5.1.2. the balance of such assets shall be distributed amongst the holders of the "A"

- 5.2. Shares and "B" Shares (pari passu as if the same constituted one class of share).

6. Voting

- 6.1. Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these articles shares in the Company shall carry votes as follows

"A" Shares	one vote per share
"B" Shares	one vote per share

6.2. Votes on shares may be exercised

- on a show of hands by every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy, not being himself a member (in which case each member holding shares with votes shall have one vote),
- on a poll by every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case each member holding shares with votes shall have one vote for each such share held)

7. Class Rights and Conversion

7.1. Whenever the capital of the Company is divided into different classes of shares the rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of not less than 75% of the issued shares of that class Without prejudice to the generality of this article, the special rights attached to the "B" Shares shall be deemed to be varied -by the Company or any of its subsidiaries –

- 7.1.1. altering its memorandum or articles of association, or
- 7.1.2. altering, increasing, reducing, sub-dividing or consolidating its authorised or issued share capital, or
- 7.1.3. granting an option to subscribe for shares, or
- 7.1.4. disposing of its undertaking or any substantial (being at least 25% of the Company) part thereof, or
- 7.1.5. varying in any way the rights to any of the shares for the time being in the capital of the Company, or
- 7.1.6. applying by way of capitalisation any sum in or towards paying up any share or loan capital of the Company, or
- 7.1.7. entering into a contract to purchase any of its shares, or
- 7.1.8. redeeming any of its shares, or
- 7.1.9. passing a resolution that it be wound up, or
- 7.1.10. issuing any debentures or other securities convertible into shares or debentures or any share warrants or any options in respect of shares, or
- 7.1.11. acquiring, purchasing or subscribing for any shares, debentures, mortgages or securities (or any interest therein) in any company, trust or other body, or
- 7.1.12. appointing or dismissing any Director but without prejudice to the rights conferred on each of the shareholders pursuant to these Articles, or
- 7.1.13. ceasing to trade in respect of all or a material part of its business or make any material change in the scope of the trade.

7.2. The "B" Shares shall remain a separate class of Shares only for so long as they are held by Noble Grossart Limited a member of the Noble Grossart Limited's group of companies or by an approved financial institution.

7.3. In the event of a sale of "B" Shares to the Company, the holders of "A" Shares or a third party (save as permitted in 7 2 above) the "B" Shares sold or transferred shall automatically convert to "A" Shares with all the rights attaching to "A" Shares.

8. Lien

- 8.1. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person whether as a member or not and whether such moneys are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it.

9. Transfer of shares

- 9.1. In this Article -
- 9.1.1. "Prescribed Price" bears the meaning in sub-paragraph 9.4.10 of this Article
 - 9.1.2. "Share(s)" means ordinary share(s) in the Company and for the purpose of this Article "A" Shares and "B" Shares shall constitute one class,
 - 9.1.3. "Sale Notice" bears the meaning in sub-paragraph 9.4.2 of this Article,
 - 9.1.4. "Transferor" bears the meaning in sub-paragraph 9.4.2 of this Article, and
 - 9.1.5. "Valuer" means the auditors of the Company from time to time
- 9.2. A transfer of any Share pursuant to this Article shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such Share free from all liens, charges and other encumbrances.
- 9.3. *If the personal representatives of a deceased member are permitted under these Articles to become registered as the holders of any of the deceased member's Shares and elect so to do then such Shares may at any time be transferred by those personal representatives to any person to whom under this Article those Shares could have been transferred by the deceased member if he had remained the holder thereof, but no other transfer of such Shares by the personal representatives shall be permitted under this Article.*
- 9.4. Except as provided in paragraphs 9.2 and 9.3 of this Article, and save as provided in Articles 11 and 12, the right to transfer Shares shall be subject to the following restrictions -
- 9.4.1. No shareholder may transfer any Shares unless he transfers all (and not part only) of the Shares held by him.
 - 9.4.2. If at any time a member wishes to transfer or otherwise dispose of all (but not part only) of the Shares held by him or any interest therein (called "the Transferor") he shall give a notice in writing (called a "Sale Notice") to the Company that he wishes to transfer them. Every Sale Notice shall specify the number of Shares which the Transferor wishes to transfer or otherwise dispose of and shall constitute the Company his agent for the sale of those Shares to the other members of the Company at the Prescribed Price. A Sale Notice shall also give the full name and address of the person or persons (if any) to whom the Transferor wishes to transfer all or any of the Shares comprised in the Sale Notice (and if such proposed transferee will not be the beneficial owner, the full name and address of the beneficial owner) together with details as to any price offered for such Shares.

- 9.4.3. Subject to Article 10, the Company shall immediately notify the Valuer after a Sale Notice is received, and shall immediately after certification of the Prescribed Price by the Valuer or by the independent accountant notify the Transferor of the certification of the Prescribed Price pursuant to Articles 9 4 10 to 9 4 13 inclusive. The Transferor may within 7 days after service of such notification withdraw the Sale Notice and cancel the Company's authority to sell the Shares comprised in the Sale Notice by serving upon the Company his written undertaking to pay the costs of obtaining a certificate from the Valuer (as provided in sub-paragraph 9 4 13 hereof) and written notice of withdrawal.
- 9.4.4. Within 14 days after receipt of the Valuer's certificate (no notice of withdrawal having been given by the Transferor) or (in circumstances where no Valuer's certificate is required) within 21 days after a Sale Notice is given the Company shall offer the Shares comprised in a Sale Notice to each member (other than the Transferor) for purchase at the Prescribed Price. Every such offer shall be in writing and shall invite each member to apply in writing to the Company for as many of the shares comprised in the Sale Notice as that member would like to purchase. Such offer shall remain open for acceptance for the period (called "the Offer Period") expiring 30 days after the date on which the offer is made.
- 9.4.5. The Company shall allocate the shares comprised in a Sale Notice to the following members in the following priority -
- A in respect of "A" Shares -
 - first to the holders of "A" Shares pro rata to their existing shareholdings, and subject thereto
 - to the holders of "B" Shares, pro rata to their existing shareholdings
 - B in respect of "B" Shares -
 - first to the holders of "B" Shares pro rata to their existing shareholdings, and subject thereto
 - to the holders of "A" Shares pro rata to their existing shareholdings
- 9.4.6. In the event that the total number of shares applied for is less than the number of shares offered in terms of the Sale Notice, such Shares shall be re-offered in like manner and upon the same terms to those members who accepted all the shares previously offered to them and such re-offering shall be repeated until such time as all the shares have been accepted or until the members shall have declined to accept any more of them.
- 9.4.7. If the Company shall during the Offer Period find a member or members (called "the Purchasers") willing to purchase all the Shares comprised in a Sale Notice, the Company shall give written notice to the Transferor of the name and address of each Purchaser and the number of Shares agreed to be purchased by him, whereupon the Transferor shall be bound, upon payment of the Prescribed Price, to transfer to the Purchasers the Shares agreed to be purchased by them respectively.
- 9.4.8. The sale and purchase shall be completed at a place and time to be appointed by the Directors (being not less than 14 days nor more than 28 days after the expiry of the Offer Period).
- 9.4.9. If the Transferor shall fail to transfer any Shares which he has become bound to transfer, the Directors may authorise some person to execute on his behalf a transfer of the Shares to the Purchaser and shall thereupon register the Purchaser as the holder of the Shares and issue to him a certificate for them, whereupon the Purchaser shall become indefeasibly entitled thereto, PROVIDED THAT any Shares

purchased by the Company shall be cancelled The Transferor shall in such case be bound to deliver to the Company his certificate for such Shares and the Company shall, on delivery of the certificate, pay to the Transferor the purchase money, without interest

9.4.10. Subject to Article 10, the purchase price for any Shares comprised in a Sale Notice shall be the "Prescribed Price" being the price agreed by the Transferor and the directors, or failing such agreement within 21 days of the Sale Notice, certified by the Valuer or by the independent accountant The Valuer shall certify the Prescribed Price within 28 days of the Sale Notice (or so soon thereafter as may be practical).

9.4.11. In arriving at the value of any Shares the Valuer shall value the whole of the issued Share capital of the Company for a sale on a going concern basis as between a willing vendor and a willing purchaser and the value to be placed on any Shares of the Transferor shall be a rateable proportion of the total value of all the issued Shares of the Company which value shall not be discounted or enhanced by reference to the number of Shares comprised in a Sale Notice or the restrictions on transfer of such Shares contained in these Articles.

9.4.12. If the Valuer shall be unable or unwilling to so certify the Prescribed Price as aforesaid or if the Transferor does not agree with the valuation of the shares determined by the Valuer, an independent accountant appointed by the President for the time being of the Institute of Chartered Accountants of England and Wales shall be engaged on the application of either the Transferor or the Board to determine and certify the Prescribed Price In so certifying, the Valuer and the independent accountant shall be deemed to be acting as experts and not as arbitrators and their certificate shall be conclusive and binding on the Transferor and the Purchasers

9.4.13. The costs and expenses of such certificate shall be borne by the Company (except in a case where the Transferor has withdrawn the Sale Notice when the provisions of sub-paragraph 9 4 3 shall apply).

9.4.14. If the Sale Notice is not withdrawn and if the Company shall not find members willing to purchase all of the Shares comprised in a Sale Notice or if, through no default of the Transferor, the purchase of the Shares shall not be completed within 7 days after the date appointed for the purpose by the Directors, the Transferor may at any time within 90 days after the expiry of the last Offer Period transfer the whole of such unsold Shares. but not part thereof, to any person on a bona fide sale Provided that such Shares shall not be offered or sold at less than the Prescribed Price without first being re-offered to the members in accordance with the provisions of this Article 9.

9.5. The restrictions on transfer contained in this Article shall not apply to:

9.5.1. Transfer approved in writing by all the members,

9.5.2. Transfer by a corporate member to a subsidiary or holding company of such corporate member or to a subsidiary company of such holding company ("subsidiary" and "holding company" having the meanings given to them in Section 736 of the Act).

9.5.3. Transfer from a deceased member to his or her personal representatives.

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- 9.6. The Directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of any Share not being a transfer made in accordance with the provisions of this Article and they may also refuse to register any transfer (whether or not authorised by the provisions of this Article) of a Share on which the Company has a lien.
- 9.7. The provisions of this Article shall apply (mutatis mutandis) to a renunciation of the allotment of a Share by the allottee.
- 9.8. Regulation 23 of Table A shall be amended by the addition of the words "subject to the provisions of Article 9" between the words "approve and" and "shall be" in the second line.

10. Compulsory Transfer

The following terms shall have the meanings set out against them below -

- 10.1. **Bad Leaver** a member (excluding Geoffrey Wainwright and Hugh Carr-Archer) who ceases to hold all employments with and all directorships of the Company, its holding companies and the subsidiaries of such holding companies, but who is not a Good Leaver.
- 10.2. **Good Leaver** a member (excluding Geoffrey Wainwright and Hugh Carr-Archer) who ceases to hold all employments with and all directorships of the Company, its holding companies and the subsidiaries of such holding companies in any of the following circumstances -
- (a) retirement on reaching retirement age in accordance with his terms of employment at any time on or after the third anniversary of the earlier of (i) the date on which such member first became a member and (n) the date on which such member was first granted an option by the Company over any Shares,
 - (b) resignation in accordance with his terms of employment at any time on or after the third anniversary of the earlier of (i) the date on which such member first became a member and (n) the date on which such member was first granted an option by the Company over any Shares.
 - (c) death of such member,
 - (d) ill health or permanent disability of such member,
 - (e) ill health or disability of the spouse or children of such member which is sufficiently serious to prevent such member from working full time in the business of the Company or its subsidiaries,
 - (f) redundancy,
 - (g) dismissal where such dismissal is found by a tribunal or court of competent jurisdiction to have been unfair or wrongful, or
 - (h) the sale or disposal of the subsidiary or business of the company by which he is employed

In the event that-

- 10.3. any member of the Company (excluding Geoffrey Wainwright and Hugh Carr-Archer) who is an employee or director of the Company ceases to hold all employments with and directorships of the Company, its holding companies, its subsidiaries and subsidiaries of such holding companies ("a Group Company"), or

- 10.4. any Shares acquired in pursuance of rights or interests obtained by any person as an employee (or former employee) or director (or former director) of a Group Company are acquired by a person who is not (or who has ceased to be) an employee or director of a Group Company and the transferor ceases to be an employee or director of a Group Company, or
- 10.5. any member of the Company holding Shares becomes bankrupt, apparently insolvent, absolutely insolvent, or executes a trust deed for the benefit of his creditors or enters into any composition or arrangement with creditors, or goes into creditors voluntary liquidation,
- 10.6. such member (or his or its personal or legal representatives) will be deemed to have served the Company with a Sale Notice pursuant to Article 9 on the date on which the happening of such event becomes known to the Directors, either in respect of all Shares held at the date of such cessation whether such shares are held by virtue of his employment, directorship or otherwise (in the case of a person falling within Article 10 3 above) and/or in respect of all Shares so acquired (in the case of a person falling within Articles 10 4 above)
- 10.7. In the event that a Sale Notice is deemed to be given under the provisions of this Article 10, the Prescribed Price shall be determined in accordance with Article 10 7
 - 10.7.1. if the member is a Good Leaver in accordance with any of the provisions of subparagraphs (c) to (h) inclusive of the definition of "Good Leaver" the Prescribed Price shall be the amount determined in accordance with Article 9 4 10,
 - 10.7.2. if the member is a Good Leaver in accordance with the provisions of either subparagraph (a) or (b) of the definition of "Good Leaver" then –
 - 10.7.2.1. if the member has become a Good Leaver on or after the third anniversary of the earlier of (i) the date on which such member first became a member and (n) the date on which such member was first granted an option by the Company over any Shares but before the fourth anniversary of the earlier of (i) and (n), the Prescribed Price shall be 60% of the amount determined in accordance with Article 9 4 10,
 - 10.7.2.2. if the member has become a Good Leaver on or after the fourth anniversary of the earlier of (i) the date on which such member first became a member and (n) the date on which such member was first granted an option by the Company over any Shares but before the fifth anniversary of the earlier of (i) and (n), the Prescribed Price shall be 80% of the amount determined in accordance with Article 9 4 10,
 - 10.7.2.3. if the member has become a Good Leaver on or after the fifth anniversary of the earlier of (i) the date on which such member first became a member and (u) the date on which such member was first granted an option by the Company over any Shares, the Prescribed Price shall be the amount determined in accordance with Article 9 4 10,
 - 10.7.3. if the member is a Bad Leaver, the Prescribed Price shall (subject to any agreement to the contrary made pursuant to Article 9 4 10) be the lower of:
 - 10.7.3.1. the Prescribed Price determined in accordance with Article 9 4 10, and
 - 10.7.3.2. the price paid for the Shares concerned by the member in question
- 10.8. a deemed Sale Notice under this Article 10 shall not be capable of revocation or cancellation in any circumstances including under the provisions of Article 9 4 3.

11. Tag Along Right

- 11.1. If at any time one or more shareholders (whether holders of "A" Shares or "B" Shares) (each a "Selling Shareholder") obtains from a person or entity with whom he or they have no actual or contingent interest (contingent interest shall mean an interest which would become an actual interest on the occurrence of an event) (a "Third Party"), a bona fide offer (a "Third Party Offer") to purchase any Shares held by him or them and such a purchase or purchases would result in any Third Party obtaining in excess of 50% of all the Shares in the Company, the Selling Shareholder(s) must before accepting the Third Party Offer obtain from the Third Party a bona fide offer (the "Tag Along Offer") addressed to the other Shareholders of the Company (each a "Remaining Shareholder") containing terms and conditions identical (except as set out in Article 11 2) to those contained in the Third Party Offer to purchase that number of the Shares held by the Remaining Shareholder ("the Tag Along Shares").
- 11.2. The Tag Along Offer may provide that the purchase of the Tag Along Shares is conditional on the purchase by the Third Party of the Shares held by the Selling Shareholder(s) that are subject to the Third Party Offer. If the Tag Along Shares are B Shares, the price specified in the Tag Along Offer shall, unless all the holders of the B Shares agree otherwise, be the higher of the price specified in the Third Party Offer or the subscription price of the B Shares. The Selling Shareholder(s) shall deliver the Tag Along Offer to the Remaining Shareholders, together with a copy of the Third Party Offer. The Tag Along Offer shall be irrevocable and shall be open for acceptance by the Remaining Shareholder for thirty (30) days after receipt thereof by the Remaining Shareholder.
- 11.3. Each Remaining Shareholder shall have the right, exercisable by notice given to the Selling Shareholders) as agent for and on behalf of the Third Party within thirty (30) days after receipt of the Tag Along Offer:
- 11.3.1. to accept the Tag Along Offer, or
 - 11.3.2. to reject the Tag Along Offer and to agree that the Selling Shareholder(s) may sell his or her Shares to the Third Party on the terms and conditions contained in the Third Party Offer free of any right of pre-emption in favour of the Remaining Shareholder
 - 11.3.3. If no notice is given by a Remaining Shareholder within the said thirty (30) days under clause 11 3 the Remaining Shareholder shall be deemed to have given the notice referred to in clause 11 3 2.
- 11.4. The rights of pre-emption set out in these Articles shall not arise on any transfer of shares pursuant to this Article 11.

12. Drag Along Right

- 12.1.1. If at any time a bona fide offer is made by a third party in which none of the holders of the Accepting Shares (as hereinafter defined) have an interest actual or contingent to purchase all of the issued Shares ("an Offer") and the Shares in respect of which an Offer is accepted represent 75% or more of the issued Shares (the "Accepting Shares") the holders of all other Shares ("the Called Shareholders") shall be bound to accept, and shall be deemed to have accepted, the Offer (subject to Article 12 1 2) in respect of all their shares on the same terms, including as to purchase consideration, as those accepted by the holders of the Accepting Shares.
- 12.1.2. The price in an offer made to a Called Shareholder who is a holder of B Shares shall, unless all the holders of the B Shares agree otherwise, be deemed to be the higher of the subscription price for the B Shares and the price offered by the third party.

- 12.2. Each of the Called Shareholders shall be bound to comply with the obligations assumed by virtue of acceptance of the Offer.
- 12.3. In the event that any Called Shareholder fails to complete the sale of any of his Shares pursuant to the Offer or otherwise fails to take action required of him under the terms of the Offer the Directors (or any of them) may authorise any person to undertake any action required under the terms of the Offer on the part of a Called Shareholder who has been deemed to have accepted the Offer The Directors may in particular authorise any person to execute a transfer of any Shares held by a Called Shareholder in favour of the Offeror (or its nominee) and the Company may give a good receipt for the purchase consideration for such Shares and may register the Offeror (or its nominee) as holder thereof and issue to it certificates for the same The Called Shareholder shall in such case be bound to deliver up his or her certificate for Shares to the Company whereupon the Called Shareholder shall be entitled to receive the purchase consideration for such Shares which shall in the meantime be held by the Company on trust for the Called Shareholder, but without interest.
- 12.4. After the name of the Offeror (or its nominee) has been entered in the Register in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.
- 12.5. The rights of pre-emption set out in these Articles shall not arise on any transfer any shares pursuant to this Article 12.

13. Proceedings at general meetings

- 13.1. The quorum for the transaction of business of the members is three of which at least one member must be a representative of the holders of the "B" Shares If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting shall stand adjourned to such day and at such time and place as the members may determine If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the member(s) present shall be a quorum.
- 13.2. A poll may be demanded at any general meeting by any member entitled to vote at it Regulation 46 of Table A shall be modified accordingly.
- 13.3. On a show of hands or on a poll votes may be given either personally or by proxy.
- 13.4. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall not be entitled to a casting vote.

14. Numbers of directors

- 14.1. The minimum number of directors shall be three, of which at least one must be a non-executive director and of which at least one must be an executive director and there shall be no maximum number Regulation 64, Table A, shall not apply.

15. Appointment and retirement of directors

- 15.1. The directors are not subject to retirement by rotation The last two sentences of Regulation 79 of Table A shall be held delete.

- 15.2. The holders of the "B" Shares shall be entitled to appoint one representative to act as a non-executive director of the Company for so long as it or its permitted transferee in terms of Article 9 5 2 holds shares in the Company ("the NGI Director").
- 15.3. The Company shall not be subject to Section 293 of the Act and accordingly there shall be no age limit for directors of the Company.

16. Disqualification and removal of directors

- 16.1. Regulation 81 of Table A shall be amended by substituting the following provisions for paragraphs (C) and (E):
- 16.1.1. he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director, or
- 16.1.2. he is otherwise duly removed from office.

17. Remuneration of directors

- 17.1. Any directors fees to be paid to directors shall first be approved by "the Remuneration Committee" of the Board (see Article 20 regarding committees).

18. Proceedings of directors

- 18.1. The quorum for the transaction of the business of the directors shall be three of which one must be the NGI director if one exists Seven days notice of the time and place of the Board Meeting shall be given to all directors If a quorum is not present for a Board Meeting within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or such time and place as the directors may determine and seven days notice of the time and place of the adjourned meeting shall be given If at the adjourned meeting a quorum is not present, the directors present shall be a quorum.
- 18.2. In the case of an equality of votes, the Chairman shall not be entitled to a casting vote The last two sentences of Regulation 88 of Table A shall not apply to the Company.
- 18.3. A director may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 18.4. Subject to disclosure in accordance with section 317 of the Act, a director shall be entitled to be counted in the quorum, and vote, at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which conflicts or may conflict with the interests of the Company.

19. Board Approval

The following matters shall require the approval of a majority of the directors of the Company, which majority shall include the NGI Director if one exists –

- 19.1. the approval or agreement of any business plan and budgets ("the Budgets")

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- 19.2. other than pursuant to the Budgets, the borrowing of any sum (including from the Company's bankers in the ordinary course of business) or incurring of any indebtedness in excess of a maximum aggregate sum outstanding at any time of £10,000,
- 19.3. making any material change to the Company's accounting or reporting practices,
- 19.4. the making of any loans or the giving of any guarantees to a third party,
- 19.5. the sale, transfer, lease, assignment or other disposal of a material part of the undertaking, property and/or assets of the Company or contracting so to do otherwise than in the ordinary course of business,
- 19.6. entering into any contract, arrangement or commitment involving expenditure on capital account or the realisation of capital assets if the amount or the aggregate amount of such expenditure or realisation by the Company would exceed £20,000 in any one year unless provided for in the Budgets,
- 19.7. the employment any senior employee at remuneration which could exceed the rate of £40,000 per annum or such other sum as may be agreed from time to time unless provided for in the Budgets, and
- 19.8. any change in auditors for the Company.

20. Committees

- 20.1. The Board shall appoint a remuneration committee The Remuneration Committee shall be comprised of all the non-executive directors, including the NGL director if one exists If there are less than three non-executive directors the Board shall appoint one of the executive directors to the committee Meetings of the Remuneration Committee shall not be quorate unless two committee members or their alternates are present The Remuneration Committee shall make all decisions upon the levels of employee and executive remuneration and other benefits (including any awards of share options) by a majority of the committee members in accordance with the terms of reference in the agreed form and upon such other matters as the Board may determine.
- 20.2. The Company's Audit Committee shall be comprised of all the non-executive directors including the NGL Director if one exists and two other non-executive directors If there are less than three non-executive directors the Board shall appoint one of the executive directors to the committee Meetings of the Audit Committee shall not be quorate unless two committee members are present The decision of the Audit Committee shall be made by a majority of the committee members.
- 20.3. Any decision to make any change in the remuneration of the chairman must be approved by a majority of the non-executive directors of the Company.

21. Share Option Plans

- 21.1. Up to 15% of the authorised share capital of the Company shall be available for the purposes of incentivising employees of the Company under the terms of the share option plans existing at the date of adoption of these Articles or of such other plans as may be approved by the holders of a majority of the "B" shares The exact number of those Shares to be offered to any such employee and the terms of any such offer (including the exercise price and whether the options in question are to be subject to conditions or not) shall be determined by the Remuneration Committee

22. The Seal

- 22.1. Pursuant to section 36(A) of the Companies Act 1985, as introduced by section 130 of the Companies Act 1989, the Company can execute documents and deeds without the use of the Seal and any Share Certificate signed by a director and secretary or by two directors shall be as valid as a Certificate sealed by the Seal of the Company and Regulation 6 and 101 of Table A shall be amended accordingly. The Company may in accordance with section 39 of the Companies Act 1985 have an official Seal for use in any territory, district, or place elsewhere in the United Kingdom but shall only be used by a director and secretary, or by two directors, or by such person or persons on such occasions and in such circumstances as are *specifically authorised by a resolution of the board of directors for the time being of the Company who shall have the authority to amend, suspend, or withdraw such authority as they think.*

23. Notices

- 23.1. Subject to the provisions of clauses 23.2 and 23.3 of these Articles, proof that an envelope containing a notice was properly addressed, prepaid and posted by registered or recorded delivery, air mail, or other similar service to the registered address, shall be conclusive evidence that notice was given.
- 23.2. Any notice served on a person at an address within the United Kingdom shall be deemed to have been served at the expiration of 48 hours after the envelope containing it was posted as aforesaid, or in the event of a notice being served personally at the time such notice took place.
- 23.3. Any notice served on a person at an address outside the United Kingdom in an envelope properly addressed, prepaid and posted as aforesaid shall be deemed to have been served at the expiration of 7 days after the envelope containing it would have been delivered in the ordinary course of post in the circumstances prevailing at the time of posting.

24. Indemnity

- 24.1. Subject to the section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 of Table A, every director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.