

Company number 02305121

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

ENGICA TECHNOLOGY SYSTEMS INTERNATIONAL LIMITED (**Company**)

9 September 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution below is passed, **Resolution**.

RESOLUTION

THAT the terms of a contract proposed to be made between the Company and Royal Bank Ventures Investments Limited for the purchase by the Company of 26,762 A ordinary shares of £1 each in the capital of the Company for a total consideration of £871,659 89 as set out in the contract attached (**Purchase Contract**) be approved and the Company be authorised to enter into the Purchase Contract

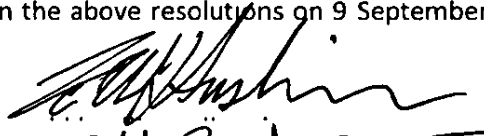
AGREEMENT

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

The undersigned, a person entitled to vote on the above resolutions on 9 September 2015, hereby irrevocably agrees to the Resolution:

Signed by KENNETH WILLIAM HUSKISSON

Date


9th Sept 2015

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

- **By Hand** delivering the signed copy to Engica Technology Systems International Limited, 32 Brenkley Way, Blexard Business Park, Seaton Burton, Newcastle upon Tyne, NE13 6DS
- **Post** returning the signed copy by post to Engica Technology Systems International Limited, 32 Brenkley Way, Blexard Business Park, Seaton Burton, Newcastle upon Tyne, NE13 6DS

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



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- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
 - 3 Where, by 6 October 2015, insufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to this Resolution, please indicate your agreement and notify us as soon as possible
 - 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

Dated

2015

ENGICA TECHNOLOGY SYSTEMS INTERNATIONAL LIMITED

and

ROYAL BANK VENTURES INVESTMENTS LIMITED

Off-market Purchase Agreement

SQUAREONE LAW

Anson House, The Fleming Business Centre, Burdon Terrace, Jesmond, Newcastle Upon Tyne, NE2 3AE

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THIS AGREEMENT is dated 2015

PARTIES

- (1) ROYAL BANK VENTURES INVESTMENTS LIMITED incorporated and registered in Scotland with company number SC205870 whose registered office is at 24/25 St Andrew Square, Edinburgh, EH2 1AF (the **Seller**), and
- (2) ENGICA TECHNOLOGY SYSTEMS INTERNATIONAL LIMITED incorporated and registered in England and Wales with company number 02305121 whose registered office is at 32 Brenkley Way, Blezard Business Park, Seaton Burn, Newcastle upon Tyne, NE13 6DS (the **Company**)

BACKGROUND

- (A) The Seller is the registered holder of 26,762 A ordinary shares of £1 each in the capital of the Company (**Shares** and each, a **Share**)
- (B) Pursuant to a written resolution, the Company's shareholders approved the final form of this agreement in accordance with section 694 of the Companies Act 2006
- (C) The Seller has agreed to sell and the Company has agreed to buy the Shares subject to the terms of this agreement.
- (D) It is proposed that, once purchased by the Company, the Shares shall be cancelled

AGREED TERMS

1. INTERPRETATION

- 1 1 The definitions and rules of interpretation in this clause and in the background section (above) shall apply in this agreement

Encumbrance	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement
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- 1 2 Clause headings shall not affect the interpretation of this agreement
- 1 3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 1 4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1 5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors, successors and permitted assigns
- 1 6 A reference to a **party** shall include that party's personal representatives and permitted assigns.

1 7 A reference to **writing** or **written** includes fax but not email

1.8 References to clauses are to the clauses of this agreement

2. SALE AND PURCHASE OF SHARES

2 1 The Seller agrees to sell, or procure the sale of, the Shares free from all Encumbrances for a total consideration of £871,659 89 and the Company agrees to purchase them and to pay such consideration to the Seller

2 2 The Seller warrants to the Company that it is the sole legal and beneficial owner of the Shares and is entitled to transfer the legal and beneficial title to the Shares to the Company free from all Encumbrances, without the consent of any other person

2 3 Each party warrants to the other that it has the requisite power and authority to enter into and perform this agreement, and that the agreement constitutes valid, legal and binding obligations on that party in accordance with its terms

2 4 Each party warrants to the other, that the execution and delivery of this agreement and the documents referred to in it, and compliance with their respective terms shall not breach or constitute a default

2 4 1 under its articles of association, or any other agreement or instrument to which it is a party or by which it is bound; or

2 4 2 any order, judgment, decree or other restriction applicable to it

2 5 Completion of the sale and purchase of the Shares shall take place immediately on execution of this agreement at the offices of the Company, when the Seller shall deliver a duly executed instrument of transfer of the Shares in favour of the Company and the share certificate(s) or other evidence of title to the Shares to the Company and the Company shall satisfy its obligation to pay the consideration due in respect of the Shares by payment of the sum of £871,659 89 to the Seller by way of telegraphic transfer for same day value to the Seller's account as notified to the Company

3. FURTHER ASSURANCE

The Seller shall promptly execute and deliver such documents, perform such acts and do such things as the Company may require from time to time for the purpose of giving full effect to this agreement

4. ASSIGNMENT

Neither party shall assign, transfer, mortgage, charge, declare a trust over, or deal in any other manner with any of its rights and obligations under this agreement

5. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter

6. COSTS AND STAMP DUTY

Each party shall pay its own costs in connection with the negotiation, preparation and execution of this agreement. All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this agreement and any instrument executed under this agreement shall be borne by the Company.

7. VARIATION AND WAIVER

7.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7.2 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this agreement or by law is only effective if it is in writing.

8. NOTICES

8.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at the address set for it out in clause 8.3, or

8.1.2 sent by fax to the fax number stated for it in clause 8.3.

8.2 Any notice or communication shall be deemed to have been received:

8.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service,

8.2.3 if sent by fax, at 9.00am on the next Business Day after transmission.

8.3 The addresses for service of notices are:

8.3.1 Seller

8.3.1.1 address registered office from time to time

8.3.1.2 for the attention of: Andrew Bruce

8.3.2 Company

8.3.2.1 address registered office from time to time

8.3.2.2 for the attention of: Ken Huskisson

8 4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

9 COUNTERPARTS

9 1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

9 2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter

9 3 No counterpart shall be effective until each party has executed at least one counterpart

10. GOVERNING LAW AND JURISDICTION

10 1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

10 2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

THIS AGREEMENT has been entered into on the date stated at the beginning of it

Signed by

for and on behalf of **ROYAL BANK
VENTURES INVESTMENTS LIMITED**

Director

Signed by **KENNETH WILLIAM HUSKISSON**

for and on behalf of **ENGICA TECHNOLOGY
SYSTEMS INTERNATIONAL LIMITED**

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Director