

Companies Act 2006

**JEH SECURITY SERVICES LIMITED**  
**(COMPANY NO. 05087573)**  
**("Company")**



The following written resolutions were agreed and passed Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (Act) by the members on ..... **17/11/2021**.....

#### **RESOLUTION 1 - SPECIAL RESOLUTION**

1. THAT the articles of association of the Company be amended as follows:-

- **That the following new definitions shall be included in Article 1(B):-**

*"Majority Shareholder" means a registered holder for the time being of not less than 51% in nominal value of the equity share capital of the Company from time to time.*

*"Minority Shareholder" means a registered holder for the time being of less than 50% in nominal value of the equity share capital of the Company from time to time.*

- **That Article 74 shall be deleted and replaced with the following article:-**

*"74. No person shall be appointed a director at any general meeting (or otherwise) unless –*

*(a) he is recommended by the directors; or*

*(b) not less than fourteen nor more than thirty-five clear days before the day appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the company of the intention to propose that person for appointment or reappointment stating the particulars which would if he were so appointed or reappointed, be required to be included in the company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed; or*

*(c) in any case where, as a result of death, the company has (i) no shareholder and no directors or (ii) only Minority Shareholder(s) and no directors, the personal representatives of the last Majority Shareholder to have died have the right, by notice in writing, to appoint a person to be a director."*

- **That Article 40 shall be deleted and replaced with the following article:-**

*"40. No business shall be transacted at any meeting unless a quorum is present. A quorum shall either be two persons entitled to vote upon the business to be transaction, each being a member or proxy for a member or a duly authorised representative of a corporation, shall be quorum OR one person if they are a Majority Shareholder."*

- **That Article 31 shall be deleted and replaced with the following article.**

*"31. Save as otherwise provided in this Article, a person becoming entitled to a share of a Minority Shareholder or Majority Shareholder in*

consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the company or at any separate meeting of the holders of any class of shares in the company PROVIDED THAT if title to a share of a Majority Shareholder passes to a personal representative following a transmission, a personal representative shall be entitled to attend and vote at any general meeting of the Company or agree to a proposed written resolution, and have the same voting rights attached to the Shares in respect of the Shares to which they are entitled, by reason of the holder's death.

- A new Article 28A shall be included as follows:-

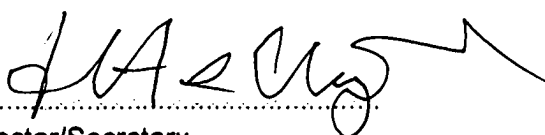
"28A.

- (i) If the Majority Shareholder or his personal representatives or successors or assigns (**the Selling Shareholders**) wish to transfer all of their interest in Shares (**Sellers' Shares**) to a bona fide purchaser on arm's-length terms (**Proposed Purchaser**), the Selling Shareholders shall have the option (**Drag Along Option**) to require all the other holders of Shares on the date of the request, including the Company in respect of Shares held in treasury, if any (**Called Shareholders**) to sell and transfer all their interest in Shares with full title guarantee to the Proposed Purchaser (or as the Proposed Purchaser may direct) in accordance with the provisions of this article 28A.
- (ii) The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (**Drag Along Notice**) to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Proposed Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (**Called Shares**) under this article, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Purchaser for the Sellers' Shares) and the proposed date of transfer.
- (iii) Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Proposed Purchaser within 40 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- (iv) No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article.
- (v) Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Sellers' Shares unless:
  - a. all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders; or
  - b. that date is less than 14 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date

shall be the 21 Business Day after service of the Drag Along Notice.

- (vi) *Within five Business Days of the Proposed Purchaser serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall execute and deliver stock transfer forms for the Called Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the expiration of that five Business Day period, the Company shall pay the Called Shareholders, on behalf of the Proposed Purchaser, the amounts due pursuant to article 28A(ii) to the extent that the Proposed Purchaser has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Purchaser. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.*
- (vii) *To the extent that the Proposed Purchaser has not, on the expiration of such five Business Day period, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article in respect of their Shares.*
- (viii) *If any Called Shareholder does not, execute and deliver transfer(s) and share certificates (or suitable indemnity) in respect of all of the Called Shares held by it, each defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Purchaser (or as it may direct) as the holder thereof. After the Proposed Purchaser (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable indemnity) to the Company. On surrender, he shall be entitled to the amount due to him pursuant to article 28A(ii).*
- (ix) *Following the issue of a Drag Along Notice, upon any person exercising a pre-existing option to acquire shares in the Company or exercising a conversion right in respect of any convertible security of the Company (a **New Acquiring Shareholder**), a Drag Along Notice shall be deemed to have been served on the New Acquiring Shareholder on the same terms as the previous Drag Along Notice. The New Acquiring Shareholder shall then be bound to sell and transfer all Shares acquired by it to the Proposed Purchaser (or as the Proposed Purchaser may direct) and the provisions of this article shall apply with the necessary changes to the New Acquiring Shareholder, except that completion of the sale of the Shares shall take place on the Drag Along Notice being served on the New Acquiring Shareholder or immediately upon the New Acquiring Shareholder becoming a Shareholder of the Company, if later."*

Signed by

  
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Director/Secretary

Date

.....17/11/2021.....