

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

JADE SECURITY SERVICES LIMITED

(Registered No 03549438)

(the "Company")

Circulation Date: 3 September 2019

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (Act), the directors of the Company propose that the following resolution is passed as a special resolution:

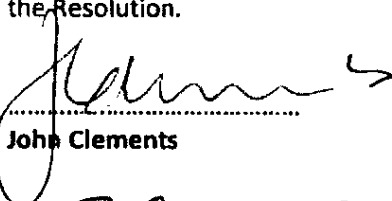
SPECIAL RESOLUTION

THAT the Company enter into an intra-group loan agreement between Tate Group Holdings Limited and the Company in the form attached hereto.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the resolution set out in it (Resolution).

The undersigned, being duly authorised to sign on behalf of the members of the Company entitled to vote on the Resolution on 3 August 2019, hereby irrevocably agree to the Resolution. September

  
.....  
John Clements

Date 3 September 2019

WE HEREBY CERTIFY THE WITHIN TO  
BE A TRUE COPY OF THE ORIGINAL  
OF WHICH IT PURPORTS TO BE

DATE 11/9/19  
SIGNED Ron Wylie  
MILLAR McCALL WYLIE L.L.P  
Imperial House, 4-10 Donegall Square East  
Belfast BT1 5HD

MONDAY



A09 \*A8E3Z900\* #294  
16/09/2019  
COMPANIES HOUSE

## NOTES

- 1 If you agree to the Resolutions, 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 the Company at the Registered Office of the Company.

**Post:** returning the signed copy by post to the Company at the Registered Office of the Company.

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, within 28 days of the date hereof, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
- 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

2019

TATE GROUP HOLDINGS LIMITED (1)

JADE SECURITY SERVICES LIMITED (2)


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LOAN AGREEMENT

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WE HEREBY CERTIFY THE WITHIN TO  
BE A TRUE COPY OF THE ORIGINAL  
OF WHICH IT PURPORTS TO BE

DATE 11/9/19

SIGNED   
MILLAR McCALL WYLIE L.L.P  
Imperial House, 4-10 Donegall Square East  
Belfast BT1 5HD

THIS AGREEMENT is made on

2019

**Between**

- (1) **TATE GROUP HOLDINGS LIMITED** (company number NI663704) whose registered office is at 38 Montgomery Road, Belfast, Northern Ireland, BT6 9HL (**Borrower**); and
- (2) **JADE SECURITY SERVICES LIMITED** (company number 03549438) whose registered office is at 26 Queen Victoria Street, Reading, Berkshire, RG1 1TG (**Lender**).

**It is agreed**

**1 Definitions and interpretation**

**1.1 Definitions**

**Applicable Rate** means such rate of interest from time to time agreed between the Lender and the Borrower;

**Facility** means the loan facility granted by the Lender to the Borrower pursuant to clause 2;

**Loan** means the loan made by the Lender to the Borrower pursuant to the terms of this Agreement or, as the case may be, the outstanding principal amount of such Loan at any time;

**1.2 Construction**

- (a) Unless a contrary indication appears, a reference in this Agreement to:
  - (i) any agreement or instrument is a reference to that agreement or instrument as amended, varied, novated, supplemented, superseded and/or restated;
  - (ii) a provision of law is a reference to that provision as amended or re-enacted; and
  - (iii) a time of day is a reference to London time.
- (b) Clause and schedule headings are for ease of reference only.

### **1.3 Third party rights**

A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

## **2 The Facility**

The Lender grants to the Borrower a loan facility of £550,000.00 upon the terms and conditions of this Agreement. The Facility may be drawn in one tranche of £550,000.00 on the date of this Agreement.

## **3 Purpose**

The Loan shall be used by the Borrower to part finance the acquisition of the entire issued share capital of the Lender.

## **4 Nature of obligations**

The Lender will only be obliged to make the Loan to the Borrower if:

- (a) on the date of this Agreement, the aggregate of all monies standing to the credit of all of the Lender's bank accounts which are available to be withdrawn without penalty on that date exceeds the amount of the proposed Loan;
- (b) the making of the Loan by the Lender does not give rise to any offence by any person (including the Lender and any of its respective officers) under the Companies Act 2006 or the Insolvency Act 1986 or any equivalent statutes in other relevant jurisdictions, is not otherwise unlawful or illegal and does not give rise to a breach by any person of any of its legal obligations or duties;
- (c) the Borrower is not on the date of this Agreement in liquidation nor is it the subject of a winding up or administration order;
- (d) in the opinion of the Lender, the Lender would be able to pay its debts as they fell due for the period of 12 months from the date of this Agreement.

## **5 Interest**

If interest is charged on the Loan at the Applicable Rate, such interest shall accrue from day to day upon the aggregate principal amount of the Loan outstanding under the Facility from time to time and shall be calculated on the basis of a year of 365 days and the actual number of days elapsed. Such interest will be paid on demand by the Lender.

## **6 Repayment and prepayment**

- 6.1 The Borrower shall repay the Loan at the times and in the amounts from time to time demanded by the Lender, together with all interest accrued on the Loan and all other amounts due by the Borrower to the Lender under this Agreement.

6.2 The Borrower may prepay the whole or any part of the Loan (together with all interest accrued on the Loans and all other amounts due or owing to the Lender at such time) at any time unless otherwise agreed.

6.3 A certificate of the Lender as to the amount at any time due from the Borrower to the Lender pursuant to the terms of this Agreement shall, in the absence of manifest error, be conclusive.

## **7 Assignment**

No party to this Agreement shall be entitled to assign or otherwise transfer any of its rights under this Agreement.

## **8 Counterparts**

This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

## **9 Law**

This Agreement shall be governed by and construed in accordance with English law.

**Signed** by the parties or their duly authorised signatories on the date of this Agreement.

**Borrower**

Signed by )  
duly authorised for and on behalf of ) .....  
**TATE GROUP HOLDINGS LIMITED** )

**Lender**

Signed by )  
duly authorised for and on behalf of ) .....  
**JADE SECURITY SERVICES LIMITED** )