

Lawshare Limited**SPECIAL RESOLUTION**

That the draft of the following Agreement be approved:

THIS AGREEMENT is made the 29th October 1998

BETWEEN:

- (1) LAWSHARE Limited (Company No. 2723420) whose registered office is 1 Meadow Road, Tunbridge Wells, Kent TN1 2YG ("the Company"); and
- (2) CHRISTOPHER JOHN BISHOP of 1 Meadow Road, Tunbridge Wells, Kent TN1 2YG as trustee for all the assenting shareholders ("the Purchaser")

WHEREAS

- (A) The authorised share capital of the Company is £475,100 divided into £192,500 'A' Ordinary Shares of which £96,000 are issued, £82,500 'A non-voting' Ordinary Shares of which £40,800 are issued, £200,000 'B' Ordinary Shares of which £40,000 are issued and £100 Founders Shares of which £100 are issued.
- (B) The Company in exercise of the powers conferred by the Companies Act 1985 Sections 162 and 165 proposes to purchase those of its issued 'B' Ordinary Shares which the assenting shareholders shall notify to the Company a desire to sell in accordance with the provisions of this Agreement
- (C) At an Extraordinary General Meeting of the Company on 29th October 1998 A draft of this Agreement was approved by special resolution.
- (D) The secretary of the Company ("the Secretary") has agreed to enter into this Agreement as trustee for the assenting shareholders.



NOW IT IS AGREED as follows:

1. Definitions

In this Agreement:

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|-----|-------------------------|---|
| 1.1 | “Assented Shares” | means the ‘B’ Ordinary Shares of the Company in respect of which the holder shall deliver to the Company a sale notice not later than 30 October 1998 |
| 1.2 | “Assenting Shareholder” | means the holder of any Assented Shares |
| 1.3 | “Sale Notice” | means a notice in the form set out in the Schedule |
| 1.4 | “The Prescribed Price” | means the price per share described in clause 2 of this Agreement |

2. Company’s covenants

- 2.1 The Company covenants with the Secretary as trustee for the Assenting Shareholders that it will purchase all the Assented Shares at the price of £1 per share subject to the provisions of clause 2.2.
- 2.2 The Company shall not purchase more than 40,000 ‘B’ Ordinary Shares in aggregate.

3. Purchase of Assented Shares

The purchase of Assented Shares from each Assenting Shareholder shall be conditional upon:

- 3.1 the receipt by the Company not later than 30 October 1998 or such later date as the Company may in any particular case or cases allow of a Sale Notice signed by or on behalf of the holder of those Assented Shares and accompanied by a certificate comprising not less than the number of Assented Shares specified in that Sale Notice; and
- 3.2 the receipt by the Company of a Sale Notice from every holder of ‘B’ Ordinary Shares in respect of their entire holding.

4. Payment for Assented Shares

The Prescribed Price for the Assented Shares purchased by the Company shall be sent by crossed cheque payable to the holder (or as instructed by the holder) of such shares respectively not later than 14 days after the receipt by the Company of the relevant Sale Notice and certificates.

5. Cancellation of Assented Shares

Each holding of the Assented Shares purchased by the Company shall be cancelled by the Company on the date of posting the cheque for the purchase of the Assented Shares and payment of such cheque shall be a good discharge to the Company for the Prescribed Price for such shares.

6. 6.1 This Agreement shall be binding upon the personal representatives or successors of the Company, but shall not be assignable.
- 6.2 This Agreement constitutes the whole agreement between the Company and the Purchaser and no variation of it shall be effective unless made in writing.
- 6.3 This Agreement shall be governed by the law of England.

AS WITNESS this Agreement has been signed by or on behalf of the parties hereto the day and year first written.

THE SCHEDULE

1. We agree to sell to Lawshare Limited ("the Company") for cancellation at the price of £1 per share 'B' Ordinary Shares in the capital of the Company as the Company shall be required to purchase under the agreement made by it for this purpose with the Secretary of the Company on 29 October 1998
2. We enclose the share certificate in respect of not less than the number of shares specified above and undertake to execute any further documents which may be reasonably required for the completion of such sale.
3. We request and direct the Company to send a crossed cheque made payable to
.....for the purchase money and payment of such cheque shall satisfy and discharge the obligation of the Company to make such payment.

LAWSHARE

SIGNED by
for and on behalf of LAWSHARE
LIMITED in the presence of:

Signature of Witness:

Full Names of Witness:

Address of Witness:

SIGNED by
CHRISTOPHER JOHN BISHOP
in the presence of:

Signature of Witness:

Full Names of Witness:

Address of Witness: