No: 05633036

REALTIME ANALYSIS AND NEWS LIMITED ("the Company")

WRITTEN RESOLUTION OF DIRECTORS

Written Resolution of the Directors of the Company pursuant to the regulation 93 of the Companies Regulations 1985 (Table A to F) and as may be defined and incorporated in the articles of association of the Company as effective 31st March 2017.

Following due and careful consideration, IT WAS UNANIMOUSLY RESOLVED BY THE BOARD OF DIRECTORS THAT:

- The recent approach by Dow Jones for monies they believe due to them from the company, following an
 undefended historic court case in the USA in 2014, for a law not recognised in the UK, was entirely without merit
 and unjustified and should be discarded in accordance with the same such view being provided by David Bailey
 of Healys Solicitors.
- 2. The company should pursue Mr Ranvir Singh (and Mrs Sonia Singh (as may be appropriately determined by a director's majority decision)) to the full extent of the civil and criminal justice system save as to where a swift and near immediate resolution and conclusion, inclusive of a suitable settlement agreement, can be achieved in the near future via either the acceptance of a settlement offer from the company (or from Mr Singh), or via mediation (or a similar dispute resolution approach) but most importantly where the Directors and officers can reasonably assume that such resolution demonstrates that Mr Singh has finally decided to do the right thing, remorse for his actions, and to cease any and all threats and vindictive and / or malicious and / or harmful actions against the company in perpetuity.
- 3. Relatedly, the company directors should consider, and are hereby authorised, and currently likely, to imminently make one final and generously discounted offer to Mr Singh and Mrs Singh for such a swift, full and final settlement of all Singh related matters, subject to their commitment to cease causing harm to the company and any of its officers in any way, and to comply with all specified terms of a suitable settlement agreement again such as the directors can again reasonably assume that this would finally represent a willingness by Mr Singh to cease his malicious and vindictive and harmful actions against the company and its officers and provide the company with the extensive protection it requires from Mr & Mrs Singh. This would enable the company to limit its exposure to legal costs, whilst also being assured that finally Mr Singh had accepted his wrongdoings and was remorseful for his flagrant and extensive harmful actions and therefore committed to ceasing such.
- 4. In the event, swift and prompt resolution cannot be achieved as outlined in '1' and '2' above, then the company and it officers will have no choice but to proceed with all criminal and civil actions that are available to it and with the primary objective to protect the company against what the company could only be able to assume would be Mr Singhs inevitable, continued, persistent, ongoing, repeated and relentless vindictive and malicious actions as he has demonstrated at each and every stage to date and noting that excessive tolerance and leniency has already arguably been shown by directors who held a certain degree of personal loyalty to Mr Singh as old school friends.
- 5. The Directors reserve the rights to change their decisions and intended actions regarding Mr and Mrs Singh in the event that they feel it would be in the company's interest to do so and / or where they believe it would enable a protective action against Mr Singh's intentions to repeatedly cause harm to the company and its officers, subject to a majority agreement of directors.
- It is noted that GCV Itd has not invoiced the company since November 2016, or thereabouts, despite providing continual extensive and essential resources to the company that have continued to be critical to both the company's survival and ability to operate since. It is further noted GCV's input was absolutely critical to the survival of the company over the last 12 - 24 months and therefore to reflect these executive efforts and the dedication and hours that GCV ltd have shown to support the company, and in accordance with the company's standard and historic bonus policy, the board has unanimously agreed to reinstate such policy so as to enable payment of the bonus pool as calculated and provided by the Accountants P J Marks in December 2016 to GCV Limited as soon as possible. In addition, the board of directors and the company should immediately request and pursue GCV limited to issue an updated invoice for all services provided to the company up to today's date so as to enable the company to satisfy its due liabilities to GCV in order to both avoid conflict between GCV Limited and the company (particularly given the material reliance of the company on GCV Ltd at this time and in the foreseeable future) and avoid the risk of an accumulating liability suddenly falling due for payment in the future. Upon receipt of such invoice and any similar subsequent invoices; the board should seek to make immediate settlement (within 7 days at the most) an din accordance with the contractual agreement that exists between the company and GCV limited and for the avoidance of doubt this should include reimbursement and settlement of all consultancy fees and expenses and any and all assets or services that GCV Ltd has acquired, but not reclaimed, on behalf or the company and / or THE JET GROUP as is understood to have occurred on many occasions so as to enable GCV to satisfy various requirements promptly on behalf of the company and / or THE JET GROUP. Obviously, all such payments should be reimbursed to GCV and the assets transferred to the fixed assets schedule or the revenue expenses of the company or THE JET GROUP as is appropriate and in accordance with the acquisition / trading business transfer agreement between THE JET GROUP and the company in September 2016 or otherwise.
- 7. The company will continue and increasingly try to find resource to focus on the further development of its new revised core strategy for the development of the TRADERSWORLD portal under Aubrey Hayward's leadership and supported by the other directors and Laura Bennett (Web Developer).

- 8. All of the company's RANsquawk and / or financial audio / squawk and / or Realtime news and / or clients of an type should be migrated to THE JET GROUP as soon as possible given the new financial year and in accordance with the contractual agreement between THE JET GROUP and the company as was completed in September 2016. This should as a minimum involve sending said clients revised invoices and banking details going forward in order that such client revenues are appropriately paid direct to THE JET GROUP wherever possible going forward AND assigning and / or transposing and / or resigning such clients as appropriate and in accordance with the said agreement between the company and THE JET GROUP.
- 9. In parallel with the migration actions detailed in 6 above, the company should transfer the maximum material funds, and all required and associated assets, as it feels is prudently possible at this time (or within the next 21 days at the latest) and repeatedly do so on a weekly basis in order to "top up" and increasingly try to conclude the outstanding liabilities due to THE JET GROUP as are resultant and in accordance with the terms of the agreement for the acquisition of trading business(es) by THE JET GROUP from the company, as concluded in September 2016 and as detailed by any perpetual periodic reconciliation statements completed by the company until such time as the transfer and migration is agreed concluded by THE JET GROUP and the company in due course.
- 10. Whilst the company has a respectful cash bank balance the Directors acknowledge that the majority of this, if not all and likely more, is imminently due to be paid out to THE JET GROUP, GCV Limited, QUAESTUS and other creditors and therefore that the directors should consider their duty to consider the going concern and liquidity and solvency of the company at this time. Following such consideration and noting the healthy relationships the company is perceived and understood to have with some important and material creditors the directors concluded that the company remains sufficiently financed at this time to proceed as a going concern and indeed to continue to attempt to pursue its new strategy and to try and realise maximum monies due, and minimise costs incurred, via the outstanding legal actions that it has in progress, particularly with Mr and Mrs Singh.
- 11. The loans that were potentially to be requested by the company in accordance with recent related share issue NOT be requested at this time and the right to request such loans be withdrawn and cancelled given the current financial situation of the company subject to no refute of this resolution by the company's accountant and Auditor P J Marks.
- 12. The company's registered office and correspondence address be updated to 115B Drysdale St, London N1 6ND and 1080 Moor Place, 1 Fore St, London EC2Y 5EJ as determined by the directors.
- 13. The company's yearend is to be extended to the 03/04/2017 so that various administrative tasks can hopefully be completed prior to the year end in order to simplify and 'tidy up' various outstanding actions, including the migration of clients to THE JET GROUP and the fulfilment of similar overdue activities.
- 14. The company should attempt to recover the payments made to numerous parties unlawfully and in breach of the shareholder's agreement and corporate governance in 2014 as detailed in forensic accounting records as "Dodgy Dividends". The directors note Mr Cheung has already returned such with his latest payment to the company.
- 15. The company may assign, so long as in accordance with the applicable and governing regulatory authorities, the outstanding balance that remains on Mr Cheung's settlement agreement with the company, to the JET GROUP in partial payment of outstanding liabilities due to THE JET GROUP, subject to THE JET GROUP's agreement to accept the same.
- 16. The Company accepts the directorial resignations of Mr Linton and Mr Busfield in the event that they choose to serve such in the next 3 to 12 months as has now been indicated may potentially occur due to Mr Linton's increasing aspirations to operate as an independent Market Analyst / Squawk Product Consultant and Mr Busfield' ongoing ill health and increasing challenges associated with such.

SIGNED: (Director) ADAM VOCE

Adam Voce

SIGNED: (Director) (TO BUSFIELD

SIGNED: (Director) Adam LINTON

SIGNED ! (Director) AVBREY HAYWARD