

REDDE PLC SAYE OPTION PLAN ("SAYE PLAN") SAYE DECISION FORM

Daytime telephone number

Please insert/amend your details above, including a daytime telephone number, should we need to contact you regarding your SAYE Decision Form.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to what action you should take, you are recommended to seek your own personal, financial, legal and tax advice immediately from your stockbroker, bank manager, solicitor, accountant, fund manager or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom, or, if not, from another appropriately authorised independent financial adviser in a territory outside the United Kingdom.

This SAYE Decision Form should be read in conjunction with the accompanying letter from Redde plc ("**Redde**") and Northgate plc ("**Northgate**") dated 12 December 2019 in relation to the SAYE Plan (the "**SAYE Letter**") and the Scheme Document. Terms and expressions used in this SAYE Decision Form shall have the same meaning as in the SAYE Letter and the Scheme Document, unless otherwise defined herein.

If you wish to accept any of the proposals under the SAYE Letter in respect of any of your Option(s) using this SAYE Decision Form you must complete, sign and date this SAYE Decision Form in the presence of a witness and return it to YBS Share Plans in the return paid envelope supplied as soon as possible. If you do not use the return paid envelope, the SAYE Decision Form should be returned to YBS Share Plans, Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ.

If you want to exercise an Option granted on 30 September 2016 and you have already closed your related savings account you will need to contact YBS Share Plans to make arrangements to pay directly the total option exercise price (as you will have already received the proceeds from the relevant savings contract).

IN ORDER FOR THIS SAYE DECISION FORM TO BE EFFECTIVE IT MUST BE RETURNED SO AS TO BE RECEIVED BY NO LATER THAN 5 PM ON 13 JANUARY 2020.

In order for any of the choices under this SAYE Decision Form to be capable of being effected, you should continue making the monthly savings under the savings arrangement that is linked to your Option(s). If you cancel that savings arrangement, or cancel your monthly savings deductions, your Option(s) may lapse before the Merger, in which case they may cease to be capable of being Rolled-over or exercised.

If this SAYE Decision Form is being signed under a power of attorney, the original or certified copy of the original power of attorney must be enclosed with this SAYE Decision Form. If the Participant has died and this SAYE Decision Form is being signed by the executor or legal personal representative of the Participant's estate, an office copy of the probate or letters of administration relating to the Participant's estate must accompany this SAYE Decision Form.

SECTION 1 – YOUR CHOICES

YOU SHOULD CONSIDER VERY CAREFULLY BEFORE EXERCISING AN OPTION WITH AN OPTION EXERCISE PRICE WHICH WHEN DIVIDED BY 0.3669 EXCEEDS THE MARKET VALUE OF A NORTHGATE SHARE. THIS IS BECAUSE UNLESS THE NORTHGATE SHARE PRICE DOES EXCEED THIS AMOUNT AT THE TIME YOU SELL YOUR NORTHGATE SHARES YOU WILL RECEIVE LESS THAN YOU PAID FOR THEM. THE CLOSING PRICE OF A NORTHGATE SHARE ON 6 DECEMBER 2019 WAS £3.07. ASSUMING THE PRICE DOES NOT CHANGE THIS MEANS THAT IF YOU EXERCISED AN OPTION WITH AN OPTION EXERCISE PRICE IN EXCESS OF APPROXIMATELY £1.12 AND IMMEDIATELY SOLD THE RESULTING NORTHGATE SHARES YOU WOULD RECEIVE LESS THAN YOU PAID FOR THEM. YOU CAN CHECK THE CURRENT PRICE OF A NORTHGATE SHARE BY VISITING <https://www.londonstockexchange.com/exchange/prices-and-markets/stocks/summary/company-summary/GB00B41H7391GBGBXSSMM.html>.

If you wish to elect for Choice A (Rollover) for all your Option(s) please tick the box below

CHOICE A (Rollover for all Option(s))

If you tick the box above do not complete the table below. If you do not wish to elect for a Rollover in respect of all your Option(s) you should complete the table below.

Date of Grant of Option	Option exercise price	Your Choice-select one choice for each of your Option(s). Remember: Choice A is Rollover Choice B is exercise on the Scheme Sanction Date Choice C is exercise after approximately six months from the Scheme Sanction Date	YBS account numbers

Example form - please do not complete

SECTION 2 – DECLARATION AND SIGNATURE OF PARTICIPANT

Please complete the following in the presence of an independent witness (a person who is aged 18 or more and who is not your spouse or civil partner, or a member of your immediate family).

I confirm that by signing this SAYE Decision Form:

1. I have read and understood the SAYE Letter and understand and irrevocably agree to the Terms & Conditions set out in Section 3 below;
2. I irrevocably appoint any director of Redde and/or Northgate and any person nominated by them as my attorney and authorise such attorney to execute, complete, sign and submit any documents and deliver any document (including deeds) and do any act or thing which the attorney in his absolute and unfettered discretion, considers necessary or desirable on my behalf in order to give effect to my instructions in this SAYE Decision Form, including the sale of my Redde Shares to Northgate, or otherwise in connection with the Scheme;
3. I agree that all powers of attorney and authorities on the terms conferred by this SAYE Decision Form are given by way of security for the performance of my obligations and are irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 and undertake to confirm and ratify any action properly or lawfully taken on my behalf by any attorney appointed by or pursuant to this SAYE Decision Form.

SIGNED AND DELIVERED AS A DEED BY:

Your Full Name (in block capitals):	
Your Signature:	
Date:	
Daytime contact telephone number:	
In the presence of:	
Witness' Name:	
Witness' Address:	
Witness' Signature:	

SECTION 3 – TERMS AND CONDITIONS

By completing, signing and returning this SAYE Decision Form duly executed in respect of my Option(s), I:

- (a) confirm that I have received the SAYE Letter and this SAYE Decision Form and have had an opportunity to read both of these documents and have understood them;
- (b) confirm that I have had an opportunity to read the Scheme Document and have understood it;
- (c) confirm that I have had an opportunity to obtain independent advice in relation to the decisions set out in this SAYE Decision Form;
- (d) confirm that I am entitled to Rollover or exercise my Option(s) in accordance with the rules of the SAYE Plan at the time that I have indicated by ticking either Choice A, Choice B or Choice C of this SAYE Decision Form, subject to the sanction of the Scheme by the Court;
- (e) confirm that each of my Option(s) is valid and has not lapsed and is free from all liens, mortgages and third party interests of any nature whatsoever, and I acknowledge that any option certificate in respect of my Option(s) shall become void once the Option concerned has been exercised or Rolled over;
- (f) understand that my choices are conditional upon Court sanction (in the case of exercise) and completion of the Merger (in the case of Rollover) and that if the Scheme is not sanctioned by the Court, this SAYE Decision Form shall have no effect and my Option(s) will remain in existence and continue to be governed by the rules of the SAYE Plan, even if I have completed and submitted this SAYE Decision Form prior to the time that the Scheme was expected to be sanctioned by the Court;
- (g) understand that if any of my Option(s) have lapsed or lapse (or have been exercised or are exercised) before exercise or Rollover takes effect pursuant to this SAYE Decision Form, completion of this SAYE Decision Form will be of no effect in relation to such Option(s);
- (h) confirm that all decisions made in this SAYE Decision Form are irrevocable and cannot be withdrawn or altered save as otherwise agreed by Redde in its absolute discretion;
- (i) acknowledge that neither Redde nor Northgate nor YBS Share Plans will be responsible for any consequential loss if this SAYE Decision Form is incorrectly completed or where it has not been possible to obtain clarification of my instructions;
- (j) acknowledge that if I take no action in respect of my Option(s) they will lapse and become worthless on the expiry of the period of six months commencing on the date that the Court sanctions the Scheme (unless I die, or the Option(s) lapse earlier under the terms of the SAYE Plan);
- (k) confirm that if I submit this SAYE Decision Form and have made more than one Choice in respect of an Option, or have not ticked any box in respect of my Option(s), then this SAYE Decision Form shall constitute me having given my instruction to select Choice A (Rollover);
- (l) acknowledge that if I select Choice A my Option(s) will not be capable of exercise in connection with the Merger, and will instead be exchanged for options over an equivalent value of Northgate Shares which will be subject to the same terms as my Option(s), such that in due course the new options may become capable of being exercised in accordance with and subject to the rules of the SAYE Plan (which will require me to continue making savings into my linked savings arrangement until such time) but may also lapse (and never become capable of being exercised) in accordance with such rules;
- (m) agree that if I have selected Choice B the exercise of my Option(s) shall be effective on the Scheme Sanction Date (conditional on Court sanction occurring);
- (n) agree that if I have selected Choice C my Option(s) shall be exercised at the latest date prior to the date on which my Option(s) would otherwise lapse which Redde determines to be practicable to ensure that the exercise of my Option(s) can be effected;
- (o) agree that if I have selected Choice B or C I give authority to YBS Share Plans to apply the savings accrued in the savings arrangement linked with my Option(s) in paying the exercise price of such Option(s), and acknowledge that any surplus cash amount in my savings arrangement not used to acquire Redde Shares (being an amount per Option of less than the exercise price per Redde Share of such Option) will be returned to me as soon as practicable following the exercise of my Option(s);
- (p) agree that if I have selected Choice B or C an income tax liability may arise in respect of the exercise of my Option(s) (other than the Option granted on 30 September 2016) and that, unless Redde at its absolute discretion notifies me of alternative arrangements, I will be responsible for reporting and paying such income tax liability to HM Revenue & Customs through a self-assessment tax return;
- (q) agree that I will be responsible for reporting and paying any capital gains tax liability that arises in connection with my Option(s) and/or the disposal of any Redde Shares or Northgate Shares acquired in connection therewith;
- (r) accept that this SAYE Decision Form will be of no effect unless it is received by the stated deadline unless Redde in its absolute discretion otherwise determines;
- (s) accept that documents or payments sent by, to or from me in connection with my Option(s) will be sent at my own risk, and that Redde will rely on any account or address details they have on record;
- (t) agree that Redde will determine all questions as to the validity, including the timing of receipt, of this SAYE Decision Form in its absolute discretion and may, if it so determines, accept this SAYE Decision Form where it is not valid or complete in all respects. Neither Redde nor Northgate or any other person will be under any duty to give notice of any defect or irregularity in any election to exercise or Rollover or incur any liability for failure to give any such notification;
- (u) confirm that no officer or employee of any of Redde, Northgate or YBS Share Plans has given me any investment or personal tax advice in connection with my Choices;
- (v) agree that this SAYE Decision Form may be relied upon by Redde, Northgate and YBS Share Plans and shall be governed by the laws of England and Wales and any disputes in respect of this SAYE Decision Form shall be subject to the jurisdiction of the English courts; and
- (w) agree that in the event of any differences between the SAYE Letter and the rules of the SAYE Plan or applicable legislation, the rules of the SAYE Plan or applicable legislation (as appropriate) will prevail.