

Company No. 01477221

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

POOLE DICK ASSOCIATES LIMITED

Pursuant to section 288 of the Companies Act 2006 (**CA 2006**) we, the undersigned, being eligible members (as defined by section 289 CA 2006) of the Company for this purpose representing not less than 75% of the total voting rights of all such eligible members, signify our agreement to and pass the following written resolution as a special resolution of the Company

SPECIAL RESOLUTION

That notwithstanding anything to the contrary in the articles of association of the Company, the contract proposed to be entered into between the Company and Ronald William Anderson and Eileen Anderson for the purchase of 168 A ordinary shares of £1 00 each in the Company the terms of which are set out in the draft contract attached and initialed "C" for the purposes of identification (**Contract**) be approved and the Company be authorised to enter into the Contact

Signature



Name **Stephen Connolly**

Date: 30/5/12

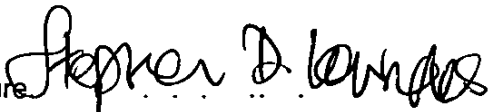
Signature



Name **Andrew Bayley**

Date: 30/5/12

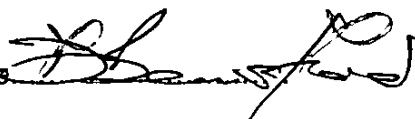
Signature



Name **Stephen Daniel Lowndes**

Date: 30/5/12

Signature



Name **David Berrisford**

Date: 30/5/12

MONDAY



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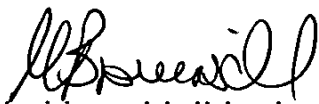
A10

30/07/2012

#147

COMPANIES HOUSE

Signature



Name **Martin Brownsill**

Date: 30/5/12

Signature



Name **Paul Newman**

Date: 30/5/12

Signature



Name **Andrea Lowndes**

Date: 30/5/12

Signature



Name **Elaine Connolly**

Date: 30/5/12

Signature



Name **Alison Brownsill**

Date: 30/5/12

EXPLANATORY STATEMENT

(This explanatory statement is not part of any proposed written resolution)

- 1 This document is proposed by the board of directors of the Company.
- 1 This document is sent to eligible members on ^{DO NOT DATE} 2012 (the **Circulation Date**)
- 2 "**Eligible members**" are the members who are entitled to vote on the resolution on the Circulation Date.
- 3 If you wish to signify agreement to this document, please follow the procedure below
 - (a) you (or someone acting on your behalf) must sign, print your name beneath your signature (if it is not already printed) and date this document
 - (b) if someone else is signing this document on your behalf under a power of attorney or other authority, please send a certified copy of the relevant power of attorney or authority when returning this document

(c) please return the document to the Company at Waterfold Park, Bury Lancashire BL9 7BB marked "for the attention of the Directors" or hand it to the company secretary or any director in person.

- 4 Please note that it is not possible to withdraw your consent once this document, signed by you or on your behalf, has been duly received
- 5 To be valid, this document must be received no later than the end of the period of 28 days beginning on the Circulation Date, otherwise it will lapse
- 6 Unless by that deadline this document has been received duly signed from at least the relevant threshold of eligible members, the proposed written resolutions will lapse. The relevant threshold to pass an ordinary resolution is members holding over half the total votes in the Company. The relevant threshold to pass a special resolution is members holding at least three quarters of the total votes in the Company
- 7 This document may be executed in multiple copies. Each member may sign his or her own separate copy, or two or more members may sign the same copy, as convenient

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DATED _____ 2012

PURCHASE CONTRACT
for the purchase by
POOLE DICK ASSOCIATES LIMITED
of Ordinary Shares

RONALD WILLIAM ANDERSON and
EILEEN ANDERSON (1)
And
POOLE DICK ASSOCIATES LIMITED (2)

This Agreement is made on

2012

Between

- (1) **RONALD WILLIAM ANDERSON** and **EILEEN ANDERSON** of 38 Fullerton Crescent Troon, Ayresshire KA10 2EE (**Sellers**), and
- (2) **POOLE DICK ASSOCIATES LIMITED** (No 01477221) whose registered office is at Waterfold Park, Bury, Lancashire BL9 7BB (**Company**).

Whereas

- (A) The Company is a private limited company incorporated in England
- (B) Each of the Sellers are the holders of 84 A Ordinary Shares in the capital of the Company
- (C) The parties have agreed that the Sellers shall sell to the Company and the Company shall purchase the Sale Shares subject to and on the terms set out in this Agreement
- (D) A written resolution approving the terms of this Agreement as required under CA 2006 was duly passed by the eligible members (as defined by section 289 the Companies Act 2006) of the Company for this purpose representing not less than 75% of the total voting rights of all such eligible members other than the Sellers on the date of this Agreement

It is agreed

1 Purpose and Definitions

1.1 In this Agreement the following expressions have the following meanings

A Ordinary Shares means A Ordinary Shares of £1.00 each in the capital of the Company

Articles means the articles of association of the Company in the agreed form or as subsequently amended from time to time

CA 2006 means the Companies Act 2006

Company's Solicitors means SAS Daniels LLP, 30 Greek Street Stockport SK3 8AD

Completion means completion of the purchase in accordance with clause 4

Completion Date means the date of this Agreement

Sale Shares means 84 A Ordinary Shares in the Company owned by each Seller as at the date of this Agreement

- 1 2 References to clauses and schedules are to clauses and schedules to this Agreement
- 1 3 Any document expressed to be **in the agreed form** means a document in a form approved by (and for the purpose of identification signed by or on behalf of) the parties
- 1 4 In this Agreement the words **other, includes, including** and **in particular** do not limit the generality of any preceding words and any words which follow them will not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible
- 1 5 Words and phrases which are generally defined for the purposes of the CA 2006 bear the meanings attributed to them by that Act
- 1 6 Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporate
- 1 7 The headings to the clauses are for convenience only and have no legal effect

2 Sale of the Sale Shares

- 2 1 On and with effect from the Completion Date, the Sellers shall sell the Sale Shares to the Company together with all rights attached to the Sale Shares on the Completion Date and free from all encumbrances and with full title guarantee and the Company shall purchase the Sale Shares
- 2 2 For the purposes of this clause 2, **encumbrances** includes all claims, liens, charges, encumbrances and equities and other rights exercisable by third parties

3 Consideration

The consideration for the sale of the Sale Shares shall be the payment to the Sellers of £41,333 24 in cash

4 Completion of the sale and purchase of the Sale Shares

4.1 Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date when all (but not part only unless the Company shall so agree) of the following business shall be transacted

4.1.1 the Sellers shall

4.1.1.1 deliver to the Company

4.1.1.1.1 the share certificate(s) in respect of all the Sale Shares or deliver to the Company an indemnity in a form satisfactory to the Company,

4.1.1.1.2 duly executed transfers of the Sale Shares,

4.1.1.1.3 such other documents (if any) as may be required to give a good title to the Sale Shares and as would enable a purchaser to become the registered holder thereof,

4.1.1.1.4 a duly executed letter of resignation as a director of the Company in the agreed form

4.1.2 the Company shall pay £41,333.24 to the Sellers

4.1.3 the Sale Shares shall be cancelled in accordance with Chapter 4, Part 18 of CA 2006

4.2 For the avoidance of doubt, the Company shall purchase the Sale Shares (or any part thereof) under this Agreement out of the distributable profits of the Company in accordance with the provisions of the provisions of CA 2006 (and not otherwise)

5 Choice of law, submission to jurisdiction and address for service

5.1 This Agreement shall be governed by and interpreted in accordance with English law

5.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England

Signed by the parties or their duly authorised representatives on the date of this Agreement

Signed by)
RONALD WILLIAM ANDERSON in the)
presence of)

Witness

Name

Address

Occupation

Signed by)
EILEEN ANDERSON in the presence of)
)
)

Witness

Name

Address

Occupation

Signed by)
duly authorised for and on behalf of)
POOLE DICK ASSOCIATES LIMITED in)
the presence of

Witness

Name

Address

Occupation