

Company number 03262617

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

NEWBERRY INTERNATIONAL PRODUCE LIMITED

(Company)

Circulation date 21st May 2013

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

SPECIAL RESOLUTION

THAT the terms of a contract proposed to be made between Anthony Edward Cooke and the Company for the purchase by the Company of 1,084 Ordinary shares of £1 each in the capital of the Company for a total consideration of £260,000 as set out in the contract attached (**Purchase Contract**) be approved and the Company be authorised to enter into the Purchase Contract

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution

Each of the undersigned, a person entitled to vote on the above resolutions on the circulation date shown above, hereby irrevocably agrees to the Special Resolution

Mrs KL Cooke

Date

KTCooke

21/05/13

Ms GL Pearson

Date

GL Pearson

21/5/13

FRIDAY



A68

A29JKBIL
31/05/2013
COMPANIES HOUSE

#74

NOTES

1 If you agree to the Special Resolution, 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 Anthony Cooke
- **Post** returning the signed copy by post to Anthony Cooke at the registered office of the Company

If you do not agree to the Special Resolution, 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 Special Resolution, you may not revoke your agreement

3 Where, by *21st May* 2013, insufficient agreement has been received for the Special Resolution to pass, it will lapse. If you agree to this Special Resolution, please indicate your agreement and notify us as soon as possible

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: 2013

OFF-MARKET PURCHASE AGREEMENT

between

AE COOKE (1)

and

NEWBERRY INTERNATIONAL PRODUCE LIMITED (2)

THIS AGREEMENT is dated

2013

PARTIES

- (1) ANTHONY EDWARD COOKE of Vermont, Horse Road, Wellington Heath, Herefordshire HR8 1LP (**Seller**), and
- (2) NEWBERRY INTERNATIONAL PRODUCE LIMITED incorporated and registered in England and Wales with company number 03262617 whose registered office is at Newberry House, New Street, Ledbury, Herefordshire HR8 2EJ (**Company**)

BACKGROUND

- (A) The Seller owns 1,084 ordinary shares of £1 each in the capital of the Company (**Shares**)
- (B) It is proposed that the Company shall purchase the Shares from the Seller on the terms of this Agreement

AGREED TERMS

1 INTERPRETATION

The definitions in the background provisions of this Agreement shall apply to this Agreement

2. SHAREHOLDER APPROVAL

The sale and purchase of the Shares in accordance with clause 3 is conditional on a special resolution of the Company being passed approving the terms of this agreement (Shareholder Approval) If Shareholder Approval is not granted on or before the date which is one month after the date of this Agreement, this Agreement shall cease to have effect immediately after that date and time

3. SALE AND PURCHASE OF SHARES

- 3 1 The Seller agrees to sell the Shares with full title guarantee for an aggregate purchase price of £260,000 and the Company agrees to purchase them and to pay such price to the Seller
- 3 2 The Seller warrants that there are no liens, charges or other encumbrances over or in respect of the Shares
- 3 3 Completion of the sale and purchase of the Shares shall take place immediately on execution of this Agreement (provided that Shareholder Approval has been granted in accordance with clause 2) when the Seller shall deliver the share certificate or other evidence of title to the Shares to the Company and the Company shall satisfy its obligation to pay the purchase price in respect of the Shares by payment of the sum of £260,000 to the Seller by way of telegraphic transfer for same day value to the

Seller's account at National Westminster Bank plc (sort code 53-61-47, account number 07723202)

- 3 4 Upon completion of the sale and purchase of the Shares in accordance with clause 3 3 the Seller shall execute and deliver to the Company the resignation letter in the form attached hereto

4. FURTHER ASSURANCE

The Seller agrees that, on being requested in writing by the Company to do so, he shall, at the Company's expense, immediately execute and sign all such deeds and documents and do all such things as may be reasonably necessary in order to give effect to the terms of this Agreement

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and the parties to this Agreement irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Agreement

6. ENTIRE AGREEMENT

- 6 1 This Agreement constitutes the entire and only legally binding agreement between the parties relating to its subject matter and no variation of this Agreement shall be effective unless made in writing and signed by or on behalf of all the parties and expressed to be such a variation

- 6 2 The Company acknowledges and agrees that the terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute or common law or otherwise all of which are excluded to the fullest extent permitted by law

7. AGREEMENT SURVIVES COMPLETION

This Agreement shall remain in effect despite its completion

8. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

This Agreement has been entered into on the date stated at the beginning of it

Signed by the said ANTHONY
EDWARD COOKE

Signed by a duly authorised Director
for and on behalf of NEWBERRY
INTERNATIONAL PRODUCE
LIMITED

Director