

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARE

WRITTEN RESOLUTION

LIME BLUE SOLUTIONS LIMITED
("the Company")

FRIDAY



A11

"A16QER82"

13/04/2012

COMPANIES HOUSE

#259

I, the undersigned, being the only member of the Company eligible to attend and vote at general meetings of the Company and on the proposed resolution set out below, hereby pass the said resolution, designated as a special resolution, and agree that the resolution shall be as valid and effective as if it had been passed at a general meeting the Company duly convened and held

IT IS RESOLVED:

THAT the agreement proposed to be made between Michelle Boyt and the Company for the purchase by the Company of 50 Ordinary Shares of £1 00 each fully paid in the capital of the Company upon the terms of the draft agreement attached to this written resolution be approved

Signed

Nicola Miller

Date 10th April 2012

Notes:

- 1 This written resolution has been proposed by the directors of the Company
- 2 The circulation date of this written resolution is 10th April 2012
- 3 If you agree to the resolution, please signify your agreement by signing against your name where indicated Please then return the document to the Company
- 4 If not passed by the requisite majority of members, this written resolution shall lapse on 31st May 2012
- 5 As the resolution is a special resolution, it is approved when agreed to by members representing not less than 75% of the total voting rights of eligible members
- 6 Once this resolution has been signed and returned to the Company, your agreement to it may not be revoked

Date: 10th April 2012

SHARE PURCHASE AGREEMENT

BETWEEN

MICHELLE BOYT

AND

LIME BLUE SOLUTIONS LIMITED

THIS AGREEMENT is made 10th April 2012 **BETWEEN:**

Michelle Boyt of "Mortons", Enborne Row, Wash Water, Newbury, Berkshire RG20 0LX,

("Vendor") of the one part, and

Lime Blue Solutions Limited a private limited company whose registered office is at 2 Jardine House, Harrovian Business Village, Bessborough Road, Harrow, Middlesex HA1 3EX ("the Company"), of the other part

W H E R E A S:

- (A) The Company was incorporated in England and Wales on 4 June 2004 under the Companies Act 1985 with the registered number 5145647 and at the date of this Agreement has an authorised share capital of £100 divided into 100 Ordinary shares of £1 00 each ("Ordinary Shares") all of which shares have been issued and are fully paid up and are held by the persons detailed in Schedule 1 to this Agreement
- (B) The Vendor is the registered and beneficial owner of the shares set opposite her name in Schedule 1 and is desirous of selling all of such shares ("the Sale Shares") on the terms and conditions herein set out
- (C) This Agreement is made by the Company pursuant to Chapter 4 of the Companies Act 2006 ("the Act") and Regulation 35 of Table A to the Companies Act 1985, such regulation forming part of the Articles of Association of the Company
- (D) The terms of this Agreement were authorised by a written resolution of the Company passed on the date of this Agreement by the sole member eligible to vote on the resolution

NOW IT IS HEREBY AGREED as follows

- 1 The Vendor shall sell and the Company shall purchase the Sale Shares free from all liens, charges and encumbrances and with all rights attaching to them
- 2 The aggregate purchase price for the Sale Shares shall be the sum of £95,000 00 ("Consideration") and shall be payable in cash by means to be agreed between the Vendor and the Company, or in default of agreement, by a cheque drawn on the account of the Company made payable to the Vendor and posted to her registered address at her own risk
- 3 Completion of the sale and purchase of the Sale Shares shall take place immediately on the execution of this Agreement by the parties at an address to be agreed between the Vendor and the Company, or in default of agreement, at the Company's registered office, when the following shall happen
 - (a) the Vendor delivering to the Company an acknowledgment in writing in the form set out in Schedule 2 of this Agreement that she accepts payment of the Consideration for the Sale Shares purchased under this Agreement in full satisfaction of all rights she may have against the Company in respect of the Sale Shares together with the relevant share certificate(s) in respect of the shares for cancellation or in the case of a lost certificate or certificates such indemnity as the Company may reasonably require,
 - (b) the Vendor shall resign her offices as a director and the company secretary of the Company with effect from the completion of this Agreement and shall sign the letter of resignation which forms part of the acknowledgement the Vendor is obliged to deliver under and Clause 3(a) above, and
 - (c) the Company effecting payment to the Vendor in accordance with Clause 2 of this Agreement
- 4
 - (a) This Agreement constitutes the whole agreement between the parties hereto and no variation shall be effective unless made in writing,
 - (b) this Agreement shall be governed by the laws of England

5 All costs and expenses of this Agreement and of carrying the same into effect shall be borne by the Company

IN WITNESS whereof the parties have set their hands the day and year first above written

Executed by the said **Michelle Boyt**
in the presence of

Signature of Witness

Name of Witness

Address

Executed as a Deed of **Lime Blue
Solutions Limited** acting by

Director

Nicola Miller

and witnessed by

Signature of Witness

Name of Witness

Address

SCHEDULE 1

SHAREHOLDERS AND SHAREHOLDINGS

Name of Shareholder	No. and Class of Shares held
Nicola Miller	50 Ordinary Shares of £1 each
Michelle Boyt	50 Ordinary Shares of £1 each
Total	100 Ordinary Shares of £1 each

SCHEDULE 2

"Mortons"
Enborne Row
Wash Water
Newbury
Berkshire RG20 0LX

The Board of Directors
Lime Blue Solutions Limited
2 Jardine House
Harrobian Business Village
Bessborough Road
Harrow
Middlesex HA1 3EX

10th April 2012

RECEIPT AND LETTER OF RESIGNATION

Dear Sirs

Lime Blue Solutions Limited ("the Company") – Company No. 5145647

I, the undersigned, hereby acknowledge receipt of the sum of £95,000 00 (ninety-five thousand pounds) ("Consideration") in full settlement of the purchase price of the 50 Ordinary Shares of £1 each fully paid up in the capital of the Company beneficially registered in my name and purchased by the Company pursuant to a Share Purchase Agreement dated 10th April 2012 ("Agreement")

In accordance with Agreement, I resign as a director and the company secretary of the Company with immediate effect and, upon receipt of the Consideration, waive all claims which I may have against the Company in respect of compensation for loss of office or otherwise

Yours faithfully

Michelle Boyt