

Company number 06766232

SECTION 288 COMPANIES ACT 2006

**ABA LEISURE LIMITED
(the Company)**

WRITTEN RESOLUTION

Circulation Date: 26 02 . 2014

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

ORDINARY RESOLUTION

THAT the terms of an agreement between the Company and Louise O'Connor for the purchase by the Company of 8 ordinary shares of £1 each in the capital of the Company for a total consideration of £115,000 as set out in the buyback agreement attached (**Buyback Agreement**) be approved and the Company be authorised to enter into the Buyback Agreement

Note pursuant to section 695(2) of the 2006 Act, Louise O'Connor is not an eligible member entitled to vote on the above resolution and therefore is not entitled to sign the resolution

AGREEMENT

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

The undersigned, being those persons entitled to vote on the above Ordinary Resolution on the above mentioned circulation date, hereby irrevocably agree to the Ordinary Resolution

Signed by Anthony Boyd



Date

26 02 2014

Signed by Brad Hutchinson

ANTHONY BOYD AS ATTORNEY
FOR
POWER OF ATTORNEY
DATED 24/2/14



Date

26.02.2014

TUESDAY



A21

A33GQ3JD

11/03/2014

COMPANIES HOUSE

#190

NOTES

- 1 If you agree to the Ordinary 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 the Company at its registered office

Post returning the signed copy by post to the Company at its registered office

- 2 If you do not agree to the Ordinary Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Ordinary Resolution, you may not revoke your agreement
4. Where insufficient agreement has been received for the Ordinary Resolution to pass, it will lapse If you agree to this Ordinary Resolution, please indicate your agreement and notify us as soon as possible
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

26 February

2014

(1) LOUISE O'CONNOR

and

(2) ABA LEISURE LIMITED

SHARE BUYBACK AGREEMENT



Leeds and Bradford
Ref: JA/SJP/ABA24/3

THIS AGREEMENT is dated *26 February* 2014

PARTIES

- (1) **LOUISE O'CONNOR** of Upper Blind Lane Farm, Brearley, Luddendenfoot, Halifax, HX2 6JF (the **Seller**); and
- (2) **ABA LEISURE LIMITED** incorporated and registered in England and Wales with company number 06766232 whose registered office is at 299 Chillingham Road, Newcastle Upon Tyne NE6 5SB (the **Company**).

BACKGROUND

- (A) The Seller is the registered holder of 8 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 for cancellation on the terms of this agreement

AGREED TERMS

1 INTERPRETATION

The definitions in the background provision 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**)

3. SALE AND PURCHASE OF SHARES

- 3.1 The Seller agrees to sell, or procure the sale of, the Shares with full title guarantee for a total consideration of £115,000 and the Company agrees to purchase them and to pay such consideration 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 after Shareholder Approval has been granted in accordance with clause 2 at the offices of the Company, when the Seller shall deliver the share certificate(s) or other evidence of title to the Shares to the Company and the Company shall satisfy its obligation to pay the consideration due in respect of the Shares by payment of the sum of £115,000 to the Seller by way of telegraphic transfer for same day value to the Seller's nominated bank account

4. STAMP DUTY

The Company agrees that it shall pay any stamp duty relating to on the buyback of the Shares under this agreement.

5 RESTRICTIONS

In this clause, the following words and expressions shall have the following meanings:

Restricted Business any business operating with a sexual entertainment venue licence or premises licence or both in order to provide regulated sexual entertainment including table dancing, lap dancing, pole dancing, striptease, or any other similar entertainment and which would be in competition with the business of the Company as carried on as at the date of this agreement

Restricted Area: Manchester and Derby.

- 5.1 The Seller covenants with the Company that she shall not at any time during the period of 18 months commencing on the date of this agreement, carry on or be employed, engaged,

concerned or interested in, or in any way assist, a Restricted Business within the Restricted Area.

5.2 The covenant in clause 5.1 is intended for the benefit of, and shall be enforceable by, the Company and apply to actions carried out by the Seller in any capacity (including as shareholder, partner, director, principal, consultant, officer, employee, agent or otherwise) and whether directly or indirectly, on her own behalf or on behalf of, or jointly with, any other person.

5.3 The parties acknowledge that the Seller has confidential information relating to the business of the Company and that the Company is entitled to protect the goodwill of the business of the Company as a result of buying the Shares. Accordingly, the covenant in clause 5.1 is considered fair and reasonable by the parties.

5.4 The consideration for the covenant in clause 5.1 is included in the price payable for the Shares under this agreement.

6. INTERIM DIVIDEND AND DIRECTOR'S LOAN ACCOUNT

6.1 The parties acknowledge that an interim dividend has been declared by the directors of the Company immediately prior to Completion of this agreement in the amount of £81,499.95 to each shareholder in the Company (including the Seller).

6.2 The Seller directs that the interim dividend declared to the Seller in the sum of £81,499.95 shall not be paid by the Company to the Seller but instead be applied to satisfy in full the Seller's overdrawn director's loan account with the Company in the sum of £81,499.95.

6.3 The Company agrees that application of the interim dividend in respect of the Seller extinguishes the outstanding liability under the Seller's director's loan account with the Company.

7. FURTHER ASSURANCE

7.1 The Seller agrees that, on being requested in writing by the Company to do so, it 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.

8. 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.

9. ENTIRE AGREEMENT

9.1 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.

9.2 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.

10. AGREEMENT SURVIVES COMPLETION

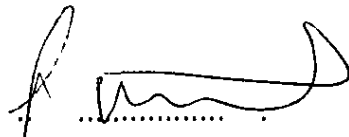
This agreement shall remain in effect despite its completion.

11. 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 LOUISE O'CONNOR



.....

**SIGNED by [] for and on
behalf of ABA LEISURE LIMITED**

.....
Director

SIGNED by LOUISE O'CONNOR

**SIGNED by [A b o - 1 D] for and on
behalf of ABA LEISURE LIMITED**

A handwritten signature in black ink, appearing to be 'ABO', written over a horizontal line.

Director