

Company number 07797481

Private company limited by shares

Written resolution

of

LiveWork Limited

(the Company)

Date: 24 May 2012

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following be passed as a special resolution

**Special Resolution**

**That** the terms of an agreement between the Company and Christopher Downs for the purchase by the Company of 117 Ordinary shares of £1 each in the capital of the Company for an aggregate purchase price of £42,120 as set out in the draft buyback agreement (the **Buyback agreement**) attached be approved and the Company be authorised to enter into the Buyback agreement

**Agreement**

Please read the notes at the end of this document before signifying your agreement to the above resolution

The undersigned, a person entitled to vote on the above resolution, hereby irrevocably agrees to the Special Resolution

Signed by Lavrans Lovlie

Date 24-05-2012



✓ Signed by Benjamin Reason

Date 24-05-2012



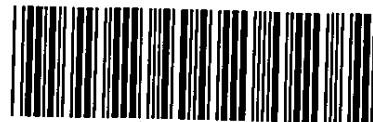
× Signed by LiveWorkers Limited

Date 24-05-2012.



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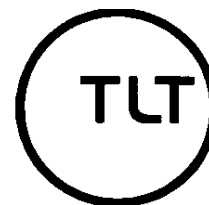
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COMPANIES HOUSE

#### Notes

- 1 Please indicate your agreement by signing and dating this document where indicated above and returning the signed version to the Company's registered office One Redcliff Street, Bristol BS1 6TP
- 2 You may not return the resolution to the Company by any other method
- 3 If you do not agree to the resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 4 Once you have indicated your agreement to the resolution, you may not revoke your agreement
- 5 Unless, by 28 days after the circulation date, sufficient agreement has been received for the resolution to pass, they will lapse If you agree to the resolution, please ensure that your agreement reaches us before or on this date
- 6 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



## Off-market purchase agreement

(1) Christopher Downs  
(2) LiveWork Limited

Dated 24 May 2012

One Redcliff Street  
Bristol BS1 6TP  
+44 (0)117 917 7777  
+44 (0)117 917 7778  
DX 7815 Bristol

[www.TLTsolicitors.com](http://www.TLTsolicitors.com)  
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This agreement is made the 24<sup>th</sup> day of May 2012

Between.

- (1) **Christopher Downs** of 22 Little Brownings, London SE23 3XJ (the **Seller**)
- (2) **LiveWork Limited** incorporated and registered in England and Wales with company number 07797481 whose registered office is at One Redcliff Street, Bristol BS1 6TP (the **Company**)

**Background**

- (A) The Seller is the registered holder of 117 ordinary shares of £1 each in the capital of the Company of which he is proposing to transfer 117 ordinary shares of £1 each (the **Sale Shares**)
- (B) It is proposed that the Company shall purchase the Sale Shares from the Seller for cancellation on the terms of this agreement
- (C) The terms of this agreement have been approved by a special resolution of the shareholders of the Company on the date of this agreement in accordance with Section 694 of the Companies Act 2006

It is agreed as follows

**1 Definitions and interpretation**

Except where specified, the definitions in the background provision of this agreement shall apply to this agreement

**2 Sale and Purchase of Shares**

- 2 1 The Seller agrees to sell the Sale Shares with full title guarantee for a consideration of £360 per Sale Share (being an aggregate of £42,120) and the Company agrees to purchase the Sale Shares and to pay such consideration to the Seller
- 2 2 The Seller warrants that he is the legal and beneficial owner of the Sale Shares and that he has not created any liens, charges or other encumbrances over or in respect of the Sale Shares
- 2 3 The Seller further warrants that he has all requisite power and authority to enter into and perform this agreement in accordance with its terms and that the agreement constitutes valid, legal and binding obligations on the Seller
- 2 4 Completion of the sale and purchase of the Sale Shares shall take place immediately on execution of this agreement, when the Seller shall deliver the share certificate or other evidence of title to the Sale Shares (in a form acceptable to the directors of the Company) to the Company and the Company shall satisfy its obligation to pay the consideration due in respect of the Sale Shares by payment of the aggregate sum of £6,120 to the Seller by way of telegraphic transfer for same day value to a bank account specified by the Seller

**3 Further Assurance**

The Seller agrees that, on being requested in writing by the Company to do so, he shall, 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

**4 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 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

**5 Entire Agreement**

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 Agreement Survives Completion**

This agreement shall remain in effect despite its completion

**7 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

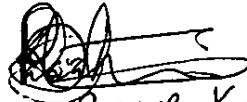
**This agreement** has been executed as deed on the date stated at the beginning of it

Signature page to the Off-market purchase agreement between Christopher Downs and LiveWork Limited

**Executed as a deed by  
Christopher Downs**  
in the presence of

) 

Witness signature

) 

Witness name

BANNYR KANDAMMY  
FLAT A

Witness address

171 MILKWOOD ROAD

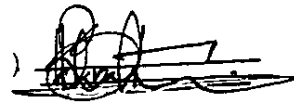
LONDON SE24 0JB

Witness occupation

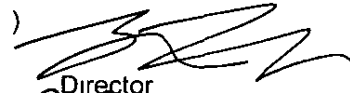
FINANCIAL CONTROLLER

24/05/2012

**Executed as a deed by  
LiveWork Limited**  
acting by

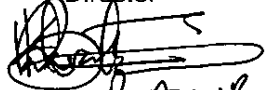
) 

in the presence of

) 

Director

Witness signature

) 

Witness name

BANNYR KANDAMMY  
FLAT A

Witness address

171 MILKWOOD ROAD

LONDON

Witness occupation

SE24 0JB

FINANCIAL CONTROLLER.

24/05/2012 -