

Company Number 08867384

THE COMPANIES ACTS 1985 - 2006
PRIVATE COMPANY LIMITED BY SHARES
resolution of
ALBEDO SOLAR LIMITED (the "Company")
PROPOSED AS A WRITTEN RESOLUTION

Circulation Date ¹⁰ June 2014

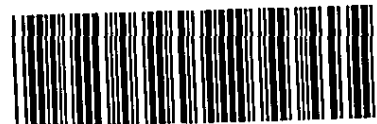
In accordance with Chapter 2 of Part 13 of the Companies Act 2006 we, being the sole eligible member of the Company irrevocably agree that the following Resolution is passed as a special resolution

- 1 **THAT** conditional on the execution of an investment agreement between the Company, Foresight Fund Managers Limited and Foresight Group LLP on or before 30 June 2014, that the 100 ordinary shares of £0.01 held by Ray Burgum be repurchased for cancellation by the Company on the terms of the draft off market purchase agreement presented to me by the directors of the Company on the date hereof

Signed by
Director, for and on behalf of
FORESIGHT FUND MANAGERS LIMITED



SATURDAY



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COMPANIES HOUSE

DATED

10 JUNE 2014

between

RAY BURGUM

and

ALBEDO SOLAR LIMITED

THIS AGREEMENT is dated 10 JUNE 2014

PARTIES

- (1) RAY BURGUM of 28 Orchard Avenue, Worsley, Manchester M28 1FT (the "Seller"),
- (2) ALBEDO SOLAR LIMITED, a company incorporated and registered in England and Wales with company number 08867384 whose registered office is at 17 Hart Street, Maidstone, Kent ME16 8RA (the "Company")

BACKGROUND

- (A) The Seller is the holder of 100 ordinary shares of £0.01 in the capital of the Company (the "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"). If Shareholder Approval is not granted on or before 30 June 2014, 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 or procure the sale of the Shares for a consideration of £1 (one pound) and the Company agrees to purchase it and to pay such consideration to the Seller

- 3.2 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 any person authorised by the Directors shall on behalf of and as attorney for the Seller deliver the share certificates 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 £1 to such person authorised by the Directors on behalf of and as attorney for the Sellers

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**

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

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 **RAY BURGUM**



Signed by
THOMAS MOORE, director
for and on behalf of **ALBEDO SOLAR LIMITED**

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Signed by RAY BURGUM

Signed by
THOMAS MOORE, director
for and on behalf of ALBEDO SOLAR LIMITED

A handwritten signature in black ink, appearing to be 'T. Moore', written in a cursive style.

ANNEX 1

REGISTER OF MEMBERS HOLDING SHARES TO WHICH THIS AGREEMENT RELATES

Member	Holding
RAY BURGUM	100 ordinary shares each with a nominal value of £0 01