

Company number SC357128

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**  
of

**MONKEY BARS (ABERDEEN) LIMITED ("the Company")**

**Circulated on 18<sup>th</sup> February 2010**

Pursuant to Chapter 2 of Part 24 of the Companies Act 2006, the Directors of the Company propose that the Resolution below is passed as a Special Resolution.

**SPECIAL RESOLUTION**

- (A) "THAT the acquisition by the Company of 120 Ordinary Shares of £0.50 each in the capital of the Company beneficially owned by Michael R.J. Taylor, for the total consideration of £60.00 (the "Acquisition"), in terms of an agreement to be entered into between the Company and the said Michael R.J. Taylor (a copy of which is attached to this resolution and initialled by the Shareholders for the purposes of identification, and a copy of which has been supplied to each member of the Company), such Acquisition to be financed out of the proceeds of a fresh issue of a like number of ordinary shares, to be made for the purposes of the Acquisition as soon as possible, be, for the purposes of Section 694 of the Companies Act 2006, and is hereby approved."

**AGREEMENT TO RESOLUTION**

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

The undersigned persons entitled to vote on the above resolution on 18<sup>th</sup> February 2010, hereby irrevocably agree to the Special Resolution:

Signed by Benjamin Iravani

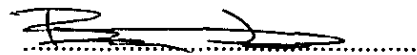
Date

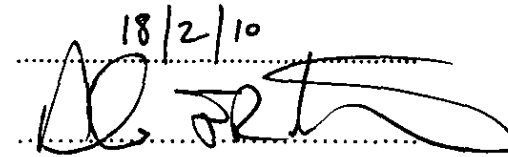
Signed by Andrew J.R. Porter

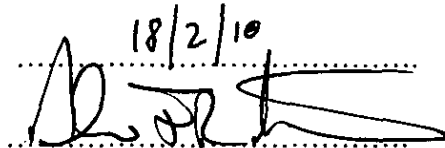
Date

Signed by Keith A. Charlton

Date



18/2/10  


18/2/10  
 (AS ATTORNEY)

18/2/10

SATURDAY



SCT 20/02/2010 662  
COMPANIES HOUSE

Signed by Michael R J Taylor in respect only of other shares in the capital of the Company held by him which are not related to or included in the shares the subject of the Special Resolution set out above

Date

M R J Taylor  
18/2/10

## 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 the Company Secretary, 1 East Craibstone Street, Aberdeen, Aberdeenshire, AB11 6YQ.
- Post: returning the signed copy by post to the Company Secretary, 1 East Craibstone Street, Aberdeen, Aberdeenshire, AB11 6YQ.

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. Unless, within 28 days of the date of circulation, sufficient agreement has been received for the Special Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or during this date.
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.

BI  
MT.  
A

**AGREEMENT**

between

**MONKEY BARS (ABERDEEN) LIMITED**

and

**MICHAEL R.J. TAYLOR**

---

For the purchase by Monkey Bars (Aberdeen) Limited of 120  
of its own Ordinary Shares of £0.50 each

---

SATURDAY

COMPANIES HOUSE

**JAMES & GEORGE COLLIE**  
Advocates  
1 East Craibstone Street  
Aberdeen  
AB11 6YQ

## **AGREEMENT**

between

**MONKEY BARS (ABERDEEN) LIMITED,**  
incorporated in Scotland under the  
Companies Acts (No. SC357128) and  
having its registered office at 1 East  
Craibstone Street, Aberdeen, AB11 6YQ  
("the Company")

and

**MICHAEL R.J. TAYLOR,** residing at Flat 1  
Devanha House, Devanha Gardens,  
Aberdeen, AB11 7UU ("the Vendor")

---

### **WHEREAS:**

1. the Company is a private company limited by shares;
2. the authorised share capital of the Company is £336.50 divided into 330 Ordinary Shares of £0.50 each all of which have been issued and are fully paid and 343 'A' Ordinary Shares of £0.50 each of which 70 thereof have been issued and are fully paid;
3. the Vendor is the registered owner of 165 Ordinary Shares of £0.50 each of the Company and has agreed to sell and the Company has agreed to purchase 120 of such shares and that upon and subject to the terms of this Agreement;
4. the Company is authorised in terms of its Articles of Association to purchase its own shares in accordance with the provisions of the Companies Act 2006;
5. the Company will have sufficient financing to purchase the shares from the proceeds of a fresh issues of shares to be effected as soon as possible for the purposes of such purchase, and to pay the Consideration (as hereinafter defined).

**THEREFORE THE PARTIES HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:-**

1. In this Agreement, unless the context otherwise requires:-

|                          |  |
|--------------------------|--|
| <b>"Completion"</b>      | means completion of the sale and purchase of the Contract Shares in accordance with clause 5 hereof;         |
| <b>"Completion Date"</b> | means 18 <sup>th</sup> February 2010 or such other date as may be agreed between the Company and the Vendor; |
| <b>"Consideration"</b>   | means the consideration for the Contract Shares referred to in clause 4.1;                                   |
| <b>"Contract Shares"</b> | means 120 Ordinary Shares of £0.50 each of the Company beneficially owned by the Vendor.                     |

2. **CONDITIONS PRECEDENT**

The sale and purchase of the Contract Shares is conditional upon (i) a special resolution being passed by the Company's shareholders (other than any shareholder whose shares are to be acquired) approving the purchase of the Contract Shares on the terms set out herein, and (ii) the Directors of the Company being satisfied that the Company will be able to finance the purchase of the Contract Shares from the proceeds of a fresh issue of shares to be effected as soon as possible.

3. **SALE AND PURCHASE OF THE CONTRACT SHARES**

- 3.1 The Vendor as the beneficial owner shall, subject to the purification of the conditions set out in clause 2 hereof, sell, and the Company shall purchase from the Vendor, the Contract Shares.
- 3.2 The Company shall purchase the Contract Shares free from all charges, liens and encumbrances and together with all rights pertaining thereto.
- 3.3 The Vendor hereby represents and warrants to the Company that:-
- 3.3.1 he is the beneficial owner of the Contract Shares and has the right, power and authority to sell the Contract Shares to the Company;

3.3.2 there is no option or right to acquire nor any mortgage, charge, pledge, lien or any other form of security or encumbrance on, over or affecting the Contract Shares and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing; and

3.3.3 he has no right or entitlement to request or receive a dividend from the Company arising from holding the Contract Shares.

#### **4. CONSIDERATION**

4.1 Subject to the purification of the conditions set out in clause 2 hereof, the cash consideration to be paid by the Company to the Vendor for the sale and purchase of the Contract Shares shall be the total sum of £60.00 (the "Cash Consideration"), which sum shall be paid in full on the Completion Date.

#### **5. COMPLETION**

5.1 Completion shall, subject to the purification of the conditions set out in clause 2 hereof, take place at the registered office of the Company, or such other place as the Parties may agree, on the Completion Date.

5.2 At Completion:-

5.2.1 the Vendor shall deliver to the Company all share certificates and other documents in the Vendor's possession substantiating the right and title of the Vendor to the Contract Shares and to sell the same pursuant to this Agreement.

5.2.2 the Company shall cancel the share certificates referred to in clause 5.2.1 and issue a balance certificate to the Vendor in respect of the Vendor's resultant shareholding; and

5.2.3 subject to the Vendor complying with his obligations pursuant to clause 5.2.1, the Company shall pay the Cash Consideration to the Vendor in accordance with clause 4.1.

6. **FURTHER ASSURANCES**

Each of the parties hereto undertakes to execute all such other documents and do all such other acts and things as may be reasonably required in order to give effect to the terms and conditions of this Agreement.

7. **GOVERNING LAW**

This Agreement shall be construed and receive effect in accordance with the law of Scotland and insofar as not already subject thereto, the parties hereto prorogate the non-exclusive jurisdiction of the Scottish Courts: IN WITNESS WHEREOF this Agreement consisting of this and the three preceding pages is:

**SUBSCRIBED for and on behalf of Monkey Bars (Aberdeen) Limited by Benjamin Iravani, Director**

.....  
Director

before this witness:-      Witness .....

Full Name .....

Address .....

.....

at Aberdeen  
on the 18th day of February 2010

**SUBSCRIBED by Michael R.J. Taylor as follows:-**

at Aberdeen  
on the 18th day of February 2010, before this witness:

Witness .....

.....  
Michael R.J. Taylor

Full Name .....

Address .....

.....

.....

.....