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COMPANIES HOUSE

THE COMPANIES ACT 2006

COMPANY NUMBER: 00137369

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

ELLIOTT'S ESTATES LIMITED (the "Company")

Circulation Date: 29th October 2013

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 ("Act"), the directors of the Company propose that the members of the Company who at the date hereof would be entitled to attend and vote at a general meeting of the Company (and for avoidance of doubt, not including any member who is not permitted to vote by reason of section 695 of the Companies Act 2006) having been supplied with a copy of the Purchase Contract (as herein defined) that the following resolution is passed as special resolution ("**Resolution**")

SPECIAL RESOLUTION

THAT the terms of a contract proposed to be made between the Company and Brian Elliott for the purchase by the Company of 3000 preference shares of £1 00 each in the capital of the Company for a total consideration of £3000 on the terms set out in the contract attached ("**Purchase Contract**") be approved and the Company be authorised to enter into the Purchase Contract

AGREEMENT

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

The undersigned, being persons entitled to vote on the Resolution on 29th Oct 2013, hereby irrevocably agree to the Resolution

Signed by **MARK ELLIOTT**

Date

29th October 2013

WE HEREBY CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL
DATED THIS 1st DAY OF Nov 2013

NAPTHENS LLP
7 WINCKLEY SQUARE
PRESTON

Date

29/10/13

Signed by **AMANDA JANE ELLIOTT**

AJ Elliott ..

Date

29th October 2013

Signed by **ELIZABETH ANN ELLIOTT**

EA Elliott ..

Date

29/10/13 ..

NOTES

- 1 You can choose to agree to all of the Resolution or none of it, but you cannot agree to only some of the Resolution. If you agree to all of the 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

- 1 **By Hand** delivering the signed copy to the Company's registered office
- 2 **Post** returning the signed copy by post to the Company's registered office

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.

- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 3 Unless, by a date 14 days from the Circulation Date, sufficient agreement has been received for the Resolutions to be passed, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
- 4 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

29th October .

2013

SHARE PURCHASE AGREEMENT

between

BRIAN ELLIOTT (1)

and

ELLIOTT'S ESTATES LIMITED (2)

in relation to the buy back by Elliott's Estates Limited of 3000 Preference Shares of
£1 00 each in the capital of Elliott's Estates Limited

WE HEREBY CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL
DATED THIS 18 DAY OF Nov 20 13

Napthens.

NAPTHENS LLP
7 WINCKLEY SQUARE
PRESTON



napthens
solicitors

THIS AGREEMENT is dated

29th October

2013

PARTIES

- (1) **BRIAN ELLIOTT** of Ingle Court, 209 Wakefield Road, Lepton, Huddersfield, HD8 0NN ("**Seller**")
- (2) **ELLIOTT'S ESTATES LIMITED** incorporated in England and Wales with company number 00137369 whose registered office is at 25 Fenay Bridge Road, Lepton, Huddersfield, HD8 0AY ("**Company**")

BACKGROUND

- (A) The Company has an issued share capital of £51,360 divided into 3000 preference shares of £1 00 each and 48,360 ordinary shares of £1 00 each
- (B) The Seller is the legal and beneficial owner of the Sale Shares (as herein defined)
- (C) The Seller has agreed to sell and the Company proposes to purchase the Sale Shares from the Seller for cancellation on the terms of this Agreement
- (D) The Company's Shareholders had, prior to exchange of this Agreement on the date hereof, approved the Transaction pursuant to section 694 of the Companies Act

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business

Companies Act: the Companies Act 2006

Completion: completion of the sale and purchase of the Sale Shares in accordance with this Agreement

Completion Date: the date of this Agreement

Consideration: the consideration for the Sale Shares to be satisfied in accordance with clause 3,

Encumbrance: any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement

Sale Shares: the 3000 preference shares of £1 00 each in the capital of the Company, all of which have been issued and are fully paid

Transaction: the transaction contemplated by this agreement or any part of that transaction

Transaction Documents: a document or agreement or similar to be entered into by any of the parties in connection with the Transaction

- 1.2 Clause and schedule headings do not affect the interpretation of this agreement
- 1.3 A **person** includes a corporate or unincorporated body
- 1.4 Words in the singular include the plural and in the plural include the singular

- 1 5 A reference to one gender includes a reference to the other gender
- 1 6 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it. Provided that, as between the parties, no such amendment or re-enactment made after the date of this agreement shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party
- 1 7 **Writing** or **written** includes faxes but not e-mail
- 1 8 Documents in **agreed form** are documents in the form agreed by the parties or on their behalf and initialled by them or on their behalf for identification
- 1 9 References to clauses and schedules are to the clauses and schedules of this agreement, references to paragraphs are to paragraphs of the relevant schedule
- 1 10 References to this Agreement include this Agreement as amended or varied in accordance with its terms

2. SALE AND PURCHASE

- 2 1 On the terms of this Agreement, the Seller shall sell and the Company shall buy the Sale Shares, free from all Encumbrances

3 CONSIDERATION

The consideration for the sale of the Sale Shares shall be £3000 payable by the Company to the Seller in cash on Completion

4. COMPLETION

- 4 1 Completion shall take place on the Completion Date immediately after the exchange of this Agreement at any place as agreed in writing by the Seller and the Company
- 4 2 At Completion
- (a) the Seller shall deliver to the Company the share certificate (or duly executed indemnity) in respect of the Sale Shares for cancellation,
 - (b) the Company shall satisfy its obligation to pay the consideration due in respect of the Sale Shares by the payment of £3000 to the Seller by way of telegraphic transfer to such account as the Seller shall notify to the Company

5. WARRANTIES

- 5 1 The Seller acknowledges that the Company is entering into this Agreement on the basis of, and in reliance on, the warranties set out below
- 5 2 The Seller hereby warrants to the Company as at the date hereof that
- (a) compliance with the terms of this Agreement and the documents referred to in it shall not breach or constitute a default under the following
 - (i) any agreement or instrument to which the Seller is a party or by which it is bound, or

- (ii) any order, judgment, decree or similar restriction applicable to the Seller,
- (b) the Seller is the sole legal and beneficial owner of the Sale Shares,
- (c) the Sale Shares (other than the Sale Shares which have already been bought back by the Company) are free from all Encumbrances and no commitment has been given to create an Encumbrance affecting the Sale Shares, other than under this Agreement

6. FURTHER ASSURANCE

The Seller shall (at his expense) promptly execute and deliver all such documents, and do all such things, as the Company may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement

7. ASSIGNMENT

- 7 1 No party may assign, or grant any Encumbrance or security interest over, any of its rights under this Agreement or any document referred to in it

8. WHOLE AGREEMENT

- 8 1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any arrangements, understanding or previous agreement between them relating to the subject matter they cover

9. VARIATION AND WAIVER

- 9 1 Any variation of this Agreement shall be in writing and signed by or on behalf of the parties
- 9 2 Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived
- 9 3 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof
- 9 4 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy
- 9 5 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law

10. SEVERANCE

- 10 1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force
- 10 2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties

11. AGREEMENT SURVIVES COMPLETION

This Agreement (other than obligations that have already been fully performed) remains in full force after Completion

12. THIRD PARTY RIGHTS

- 12 1 This Agreement and the documents referred to in it are made for the benefit of the parties and their successors and permitted assigns and are not intended to benefit, or be enforceable by, anyone else

13. SUCCESSORS

The rights and obligations of the Sellers and the Buyer under this Agreement shall continue for the benefit of, and shall be binding on, their respective successors and assigns

14. 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

15. GOVERNING LAW AND JURISDICTION

- 15 1 This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England
- 15 2 The parties irrevocably agree that the courts of England have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement

This Agreement has been entered into on the date stated at the beginning of it

EXECUTED as a DEED by the said
BRIAN ELLIOTT in the presence of

) Brian Elliott
)

W Signature M. Bradley
I Name MARK BRADLEY
T Address 9 ALBERT ROAD
N CLAYTON WEST
E WRODSFIELD
S WEST YORKSHIRE, W08-9NL
S Occupation OFFICE ADMINISTRATOR

EXECUTED as a DEED by ALICE
MARGARET ELLIOTT a director for and
on behalf of ELLIOTT'S ESTATES
LIMITED in the presence of

) A.M. Elliott
)

W Signature M. Bradley
I Name MARK BRADLEY
T Address 9 ALBERT ROAD
N CLAYTON WEST
E WRODSFIELD
S WEST YORKSHIRE
S Occupation OFFICE ADMINISTRATOR