

Company Number: 02460338

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION


of

BHR PHARMACEUTICALS LIMITED (the "Company")

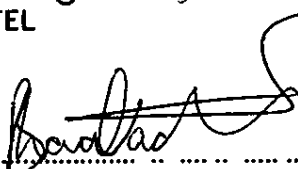
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as an ordinary resolution:

That the Company be authorised to enter into an agreement with Geoff Cook (the "Seller") for the purchase by the Company of the 5,000 ordinary non-voting shares of £1.00 each in the capital of the Company (the "Shares") from the Seller out of distributable profits and that the terms of the draft contract attached be approved.

The undersigned, being all of the persons entitled to vote on the above resolutions on the date of circulation of them by the Company, irrevocably vote in favour of them

  
.....  
RAMESHKUMAR JERAMBHAI  
PATEL

12/06/13  
.....  
Date

  
.....  
BHARAT VADUKUL

12/06/13  
.....  
Date

  
.....  
PARASHKUMAR KOTECHEA

12/06/13  
.....  
Date

SATURDAY



A33

\*A2CICMJ\*  
13/07/2013  
COMPANIES HOUSE

#182

## NOTES

- 1 The date of circulation of the attached resolution is 12 / 06 / 2013. Unless the resolution is passed before the end of the period 28 days beginning with that date, it will lapse.
- 2 Please indicate your agreement to the resolution by signing and dating this document where indicated above and returning it to the Company.



DATED 12 JUNE 2013

GEOFFREY COOK (1)

and

BHR PHARMACEUTICALS LIMITED (2)

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**PURCHASE AGREEMENT**  
relating to the purchase by  
BHR Pharmaceuticals Limited of  
of its own ordinary non-voting shares

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brownejacobson

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Date:

12 JUNE 2013

## Parties

- (1) GEOFFREY COOK of [33 SWITHLAND LANE, ROTHLEY, LE7 7ST] (the "Seller")
- (2) BHR PHARMACEUTICALS LIMITED incorporated and registered in England and Wales with company number 2460338 whose registered office is at Centenary Business Centre, Hammond Close, Attleborough Field Industrial Estate, Nuneaton, Warwickshire, CV11 6RT (the "Company").

## Introduction

- A The Seller is the registered holder of 5,000 ordinary non-voting shares of £1.00 each in the capital of the Company (the "Shares").
- B It is proposed that the Company shall purchase the Shares from the Seller 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 Sale and purchase of shares

- 2.1 The Seller agrees to sell, with full title guarantee, or procure the sale of the Shares, and the Company agrees to purchase such Shares for an aggregate consideration of £5,000 (FIVE THOUSAND POUNDS) (the "Purchase Price").
- 2.2 The Seller warrants that there are no liens, charges or other encumbrances over or in respect of the Shares.
- 2.3 Completion of the sale and purchase of the Shares shall take place immediately on execution of this agreement, when the Seller shall 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 Purchase Price to the Seller either by way of telegraphic transfer for same day value to an account to be nominated by each of the Seller or by cheque (at the discretion of the Company).
- 2.4 The Seller acknowledges that he accepts payment of the Purchase Price for the Shares under this Agreement in full satisfaction of all rights he may have against the Company in respect of such Shares and irrevocably waives any actual, contingent or prospective claims outstanding of whatever nature against the Company or any officer, agent or employee of the Company.

### 3 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.

**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 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

**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 document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by  
**BHR PHARMACEUTICALS LIMITED**  
acting by RAMESH PATEL  
a director, in the presence of:

R. J. Bay  
Director

Signature of witness.

Pavesh Kotecha

Witness' name:

427 Glenesglen Ave

Witness' address.

Leicester

Executed as a deed by  
**GEOFFREY COOK**  
in the presence of:

[Signature]

Signature of witness:

Pavesh Kotecha

Witness' name:

427 Glenesglen Ave

Witness' address.

Leicester

LE4 7YD

LLOYDS ISB.

DR G D COOK

30-94-97

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