

Company No. 2825044

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
OF
BRUNTWOOD GROUP LIMITED
(Company)

Pursuant to section 288 of the Companies Act 2006 (CA 2006) I, the undersigned, being the sole eligible member (as defined by section 289 CA 2006) of the Company for this purpose, signify my agreement to and pass the following written resolution as an ordinary resolution of the Company as designated below

ORDINARY RESOLUTION

THAT the terms of a contract proposed to be made between (1) the Company and (2) the Trustees of the Oglesby Charitable Trust (**Trust**) for the purchase by the Company of 88,282 C ordinary shares of £1.00 each in the capital of the Company from the Trust for a total consideration of £549,996.86, as detailed in the schedule hereto (**Purchase Contract**), be approved and the Company be authorised to enter into the Purchase Contract

Signature



Name **Christopher George Oglesby**

Date **30 September 2015**

THURSDAY



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22/10/2015

COMPANIES HOUSE

#127

Dated 30 September 2015

TRUSTEES OF THE OGLESBY CHARITABLE TRUST

BRUNTWOOD GROUP LIMITED

PURCHASE CONTRACT
for the purchase by Bruntwood
Group Limited of 88,282 of its C
Ordinary Shares of £1.00 each

This Agreement is made on

30 September

2015

Between

- (1) The persons named in Schedule 1, in their capacity as the Trustees of the Oglesby Charitable Trust (Charity No 1026669) (together, the **Trustees**), and
- (2) **Bruntwood Group Limited** (No 2825044) whose registered office is at City Tower, Piccadilly Plaza, Manchester, United Kingdom, M1 4BT (**Company**)

Whereas

- (A) The Trustees are the beneficial owners of 88,282 C Ordinary Shares of £1 00 each in the capital of the Company which are registered in the joint names of Jean Davies Oglesby and Michael John Oglesby on behalf of the Trustees (**Purchased Shares**)
- (B) It is proposed that the Company shall purchase the Purchased Shares from the Trustees for cancellation on the terms of this Agreement
- (C) The resolution, the text of which is set out at Schedule 2, was duly agreed to by the sole eligible member (as defined by section 289 the Companies Act 2006 (**2006 Act**)) of the Company for this purpose

It is agreed

1 Purpose and Definitions

- 1 1 References to clauses and schedules are unless otherwise stated to clauses and schedules to this Agreement
- 1 2 Any document expressed to be "in the agreed form" means a document in a form approved by (and for the purpose of identification signed by or on behalf of) the parties
- 1 3 Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporate
- 1 4 The headings to the clauses are for convenience only and have no legal effect

2 Sale of the Purchased Shares

- 2 1 The Trustees shall sell the Purchased Shares to the Company together with all rights now attached to the Purchased Shares (excluding the right to receive any part of the interim dividend declared by the Company in September 2015) free from all encumbrances and (subject thereto) with full title guarantee and the Company shall purchase the Purchased Shares with effect from the date of this Agreement
- 2 2 For the purposes of this clause 2, "encumbrances" includes all claims, liens, charges, encumbrances and equities and other rights exercisable by third parties
- 2 3 The express assurance in clause 2 1 as to freedom from encumbrances and the covenants implied in that clause by sections 2 and 3 Law of Property (Miscellaneous Provisions)

Act 1994 (Act) shall apply to anything falling within the scope of such assurance and covenants notwithstanding that

- (a) the Trustees do not know or could not reasonably be expected to know about it, or
- (b) at the time of the transfer it is within the actual knowledge, or as a necessary consequence of facts then within the actual knowledge, of the Company,

and the operation of the covenants implied by sections 2 and 3 of the Act shall be deemed to be extended so as not to exclude liability of the Trustees thereon in either of such circumstances

- 2 4 The sale of the Purchased Shares to the Company by the Trustees pursuant to clause 2 1 shall be deemed to include expressly and be made subject to all the foregoing provisions of this clause 2

3 Consideration

The sum of £549,996 86 shall be paid by the Company to the Trustees as consideration for the sale of the Purchased Shares

4 Completion

Completion of the sale and purchase of the Purchased Shares shall take place immediately on the execution of this Agreement, when the following business shall be transacted

- (a) the Trustees shall procure that
 - (i) the share certificates in respect of the Purchased Shares are surrendered to the Company, and
 - (ii) there are delivered to the Company by the Trustees
 - (A) a transfer of the Purchased Shares duly executed by the Trustees, and
 - (B) such other documents (if any) as may be required to give a good title to the Purchased Shares and as would enable a purchaser to become the registered holder thereof,
- (b) the Company shall pay to the Trustees (whose receipt shall be a good discharge) the sum of £549,996 86 in cash, and
- (c) the Purchased Shares shall be cancelled in accordance with section 708 of the 2006 Act

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

8 Choice of law and submission to jurisdiction

8 1 This Agreement shall be governed by and interpreted in accordance with English law

8 2 The parties 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

Signed by the parties or their duly authorised representatives on the date of this Agreement

Schedule 1

The Trustees

Michael John Oglesby of Moss Farm, South Downs Road, Bowdon, Cheshire, WA14 3DR

Jean Davies Oglesby of Moss Farm, South Downs Road, Bowdon, Cheshire, WA14 3DR

Robert Esson Kitson of Flat 13, Chepstow House, Chepstow Street, Manchester, M1 5JF

Katharine Jane Vokes of High Bank, Stenner Lane, Didsbury, Manchester, M20 2RQ

Jane Susan Oglesby of Poole Hall, Poole, Nantwich, Cheshire, CW5 6AW

Christopher George Oglesby of Poole Hall, Poole, Nantwich, Cheshire, CW5 6AW

Peter Bernard Appleton Renshaw of Rotherwood, 41 Wellington Road, Timperley, Cheshire, WA15 7RQ

Schedule 2

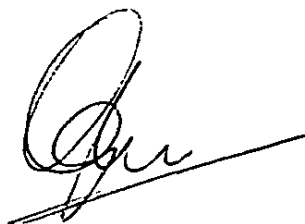
Resolution of the Company

ORDINARY RESOLUTION

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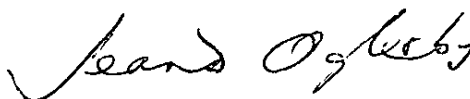
Signed by **Michael John Oglesby** as
authorised signatory on behalf of the Trustees
of the Oglesby Charitable Trust (Charity No
1026669) pursuant to a Trustees' Resolution
dated 13 May 2009

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Signed by **Jean Davies Oglesby** as authorised
signatory on behalf of the Trustees of the
Oglesby Charitable Trust (Charity No 1026669)
pursuant to a Trustees' Resolution dated 13
May 2009

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Signed by **Christopher George Oglesby**
duly authorised for and on behalf of
Bruntwood Group Limited

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