

Company Number 03529282

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

**BASSROCK LIMITED (Company)**

2<sup>nd</sup> June 2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the sole director of the Company proposes that the resolution below is passed, with resolution 2 being passed as a special resolution (**Resolution**) 2<sup>nd</sup>

#### RESOLUTION

THAT the terms of a contract proposed to be made between (1) **ALAN LESLIE UDALL** care of Shiraz, 389 Warwick Road, Solihull, West Midlands B91 1BJ & **BARNETT WADDINGHAM TRUSTEES (1992) LIMITED** incorporated and registered in England & Wales with company number 02738578 whose registered office is at Cheapside House 138, Cheapside, London EC2V 6BW together being the trustees of the Bassrock Pension Scheme and (2) the Company for the purchase by the Company of 14,500 ordinary shares of £1 00 each in the capital of the Company for a total consideration of £40,890 00 as 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, a person entitled to vote on the above resolutions on 2<sup>nd</sup> June 2014, hereby irrevocably agrees to the Resolutions



Signed by **ALAN LESLIE UDALL** in respect of 65,500 Ordinary Shares of £1 00 each held on his own account



Date **11<sup>th</sup> June 2014**

#### NOTES

- 1 If you agree to 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

**By Hand** delivering the signed copy to Kian Golestani at Emms Gilmore Liberson Solicitors, Lancaster House, 67 Newhall Street, Birmingham B3 1NQ

**Post** returning the signed copy by post to Kian Golestani at Emms Gilmore Liberson Solicitors, Lancaster House, 67 Newhall Street, Birmingham B3 1NQ

**Fax:** faxing the signed copy to 0121 262 1870 marked "For the attention of Kian Golestani"

**E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to [kgolestani@egl-law.com](mailto:kgolestani@egl-law.com) Please enter "Written resolution dated 2<sup>nd</sup> June 2014" in the e-mail subject box

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 Where, by 30<sup>th</sup> June 2014, insufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to this Resolution, please indicate your agreement and notify us as soon as possible
- 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

DATED

2014

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**OFF-MARKET AGREEMENT FOR THE PURCHASE OF OWN SHARES BY A COMPANY**

between

**ALAN LESLIE UDALL & BARNETT WADDINGHAM TRUSTEES (1992) LIMITED**

and

**BASSROCK LIMITED**

**EMMS•GILMORE•LIBERSON**  
Solicitors

**LANCASTER HOUSE  
67 NEWHALL STREET  
BIRMINGHAM  
B3 1NQ**

**TEL: - 0121 236 6639  
FAX: - 0121 262 1870**

**REF – BAS/01/03 (KG)**

**FINAL**

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**PARTIES**

- (1) **ALAN LESLIE UDALL** care of Shiraz, 389 Warwick Road, Solihull, West Midlands B91 1BJ & **BARNETT WADDINGHAM TRUSTEES (1992) LIMITED** incorporated and registered in England & Wales with company number 02738578 whose registered office is at Cheapside House 138, Cheapside, London EC2V 6BW together being the trustees of the Bassrock Pension Scheme (**Seller**)
- (2) **BASSROCK LIMITED** incorporated and registered in England and Wales with company number 03529282 whose registered office is at Shiraz, 389 Warwick Road, Solihull, West Midlands B91 1BJ (**Company**)

**BACKGROUND**

- (A) The Seller is the registered holder of 14,500 ordinary shares of £1 00 each in the capital of the Company (**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. SALE AND PURCHASE OF SHARES**

- 2 1 The Seller agrees to sell, or procure the sale of such right, interest and title which it may have in the Shares for a consideration of £2 82 per Share and the Company agrees to purchase them and to pay such consideration to the Seller
- 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 certificate 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 £40,890 00 to the Seller by way of telegraphic transfer for same day value to the Seller's account at the Bank of Scotland

**3 FURTHER ASSURANCE**

The Seller agrees that, on being requested in writing by the Company to do so, it 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. LIABILITY OF BARNETT WADDINGHAM TRUSTEES (1992) LIMITED**

Notwithstanding any other provision in this agreement, Barnett Waddingham Trustees (1992) Limited shall have no personal liability whatsoever arising out of or in connection with the agreement and, except to the extent of those assets only of the Bassrock Pension Scheme which, for the time being, are in the form of cash or can at the relevant time be converted into cash by and are available to Barnett Waddingham Trustees (1992) Limited Barnett Waddingham Trustees (1992) Limited shall have no liability whatsoever as a trustee of the Bassrock Pension Scheme arising out of or in connection with 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**

6.1 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

6.2 The Company acknowledges and agrees that the terms of this agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute or common law or otherwise all of which are excluded to the fullest extent permitted by law

**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 **ALAN LESLIE UDALL** for and  
on behalf of the Seller

**SIGNED** by  
being a director of **BARNETT** Director  
**WADDINGHAM TRUSTEES (1992)**  
**LIMITED** for and on behalf of the Seller

Signed by **ALAN LESLIE UDALL**  
for and on behalf of the Buyer Director