

COMPANY NUMBER: 4384051

Circulation date (the "Circulation Date"): 25 JANUARY 2012

FRIDAY



"R12DC3U3"
RM 10/02/2012 #86
COMPANIES HOUSE

**THE COMPANIES ACTS 1985 AND 2006
COMPANY LIMITED BY SHARES
WRITTEN SPECIAL RESOLUTIONS OF
GALLERIA HOLDINGS LIMITED
(the "Company")**

In accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions are proposed as special resolutions of the Company

1. **THAT**, in accordance with the articles of association of the Company, the purchase contract to be made between (1) Jeffrey John Richards, (2) the Company and (3) the Shareholders (as therein defined) (a final draft of which is attached to this resolution) (the "**Purchase Contract**") be and is hereby approved and the Directors be and are hereby authorised to procure the Company to enter into the Purchase Contract
2. **THAT** the members of the Company hereby waive all rights of pre-emption (if any) over the Sale Shares (as defined in the Purchase Contract) to which they may be entitled under the articles of association of the Company or otherwise in relation to the sale and purchase of the Sale Shares pursuant to the Purchase Contract.

The undersigned, being all the persons eligible to vote on the above resolutions on the Circulation Date hereby irrevocably agree to the resolutions.

On behalf of RBDC Investments Limited

Date

On behalf of RBDC Administrator Limited

Date

Ian Duncan Lewis

Date

Timothy Steven Bittleston

Date

25/1/12.

Peter Francis Lee

Date

Michael Humphreys

Date

NOTES:

1. If you agree to all of the resolutions, please sign and date this document to confirm your agreement and then return it to the Company using one of the following methods:
 - **By Hand:** delivering the signed copy to Peter Lee at Galleria Holdings Limited, Brundrett House, 19 Sandbach Road South, Alsager, Cheshire ST7 2LT,
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2. If you do not agree to the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
4. The resolutions set out above will lapse if the required majority of eligible members have not signified their agreement to it within 28 days of the Circulation Date. If you agree to the resolutions please ensure that your agreement reaches us before that date.
5. 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
6. 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.

THIS AGREEMENT is made on

2012

BETWEEN:

- (1) **JEFFREY JOHN RICHARDS** of 269 Dimsdale Parade West, Newcastle under Lyme, Staffordshire ST5 8HS ("**the Seller**"), and
- (2) **GALLERIA HOLDINGS LIMITED** (a company incorporated and registered in England and Wales with company number 4384051) whose registered office is at Brundrett House, 19 Sandbach Road South, Alsager, Cheshire ST7 2LT ("**the Company**")

BACKGROUND:

- (A) The Seller is the registered holder of the Sale Shares (as herein defined).
- (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

- 1 1 The following definitions apply in this agreement

Business: means the business of the Company as carried on at Completion,

Company's Solicitors: means **turner parkinson LLP** of Hollins Chambers, 64A Bridge Street, Manchester M3 3BA,

Completion: means completion of the sale and purchase of the Shares pursuant to this agreement;

Completion Date: means the date of this agreement;

Confidential Information: means any copyright and related rights, moral rights, rights in designs, rights in computer software, source codes, database rights, rights in confidential information (including know-how and trade secrets) of the Business and any other intellectual property rights of the Business, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist in any part of the world;

Consideration: means £300,000,

Encumbrance: means 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, and

Sale Shares: means the 77,400 ordinary shares of £0.01 each, the 58,748 "A" ordinary shares of £0 01 each, the 72,443 "B" ordinary shares of £0 01 each and the 12,600 "D" ordinary shares of £0 01 each in the capital of the Company held by the Seller

- 1 2 Clause 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 at the date of this agreement, 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
- 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 the Schedule are to the clauses of and the Schedule to this agreement.
- 1.10 Reference to this agreement includes this agreement as amended or varied in accordance with its terms

2. Sale and purchase of shares

- 2.1 The Seller with full title guarantee shall sell the Sale Shares for the Consideration and the Company agrees to purchase the same and to pay the Consideration to the Seller
- 2.2 Completion of the sale and purchase of the Sale Shares shall take place at the offices of the Company's Solicitors when all the matters set out in the Schedule have taken place whereupon the Company shall satisfy its obligation to pay the Consideration.

3. Warranties

The Seller hereby warrants to the Company that

- (a) he has all requisite power and authority to enter into and perform this agreement in accordance with its terms;
- (b) compliance with the terms of this agreement shall not breach or constitute a default under any agreement or instrument to which he is a party or by which he is bound or any order, judgment, decree or other restriction applicable to him, and
- (c) he is the legal and beneficial owner of the Sale Shares and the Sale Shares are fully paid and free from all Encumbrances.

4. Restrictions on the Seller

- 4.1 The Seller hereby covenants with the Company that he shall not:
- (a) at any time during the period beginning on the Completion Date and ending on 31 December 2012, carry on or be employed, engaged or interested in any business which would be in competition with any part of the Business, or
 - (b) at any time during the period beginning on the Completion Date and ending on 31 December 2012, canvass, solicit or otherwise seek the custom of any person who is at the Completion Date,

or who has been at any time during the period of 12 months immediately preceding the Completion Date, a client or customer of the Company in respect of goods or services which would be in competition with any part of the Business, or

- (c) at any time during the period beginning on the Completion Date and ending on 31 December 2012, attempt to entice away from the Company any individual who is at the time of the attempt employed by the Company or procure or facilitate the making of any such offer or attempt by any other person; or
- (d) at any time after Completion, use in the course of any business any trade or service mark, business or domain name, design or logo which, at Completion, was or had been used by the Company or anything which is, in the reasonable opinion of the Buyer, capable of confusion with such words, mark, name, design or logo, or
- (e) at any time after Completion, use in the course of any business or divulge, disclose to or share with any person, any Confidential Information, or
- (f) at any time during a period beginning on the Completion Date and ending on 31 December 2012, solicit or entice away from the Company any supplier to the Company who had supplied goods and/or services to the Company at any time during the twelve months immediately preceding the Completion Date

4.2 The covenants in clause 4.1 are intended for the benefit of the Company and apply to actions carried out by the Seller in any capacity and whether directly or indirectly on the Seller's own behalf, on behalf of any other person or jointly with any other person.

4.3 Each of the covenants in clause 4.1 is a separate undertaking by the Seller in relation to himself and his interests and shall be enforceable by the Company separately and independently of its right to enforce any one or more of the other covenants contained in clause 4.1. Each of the covenants in clause 4.1 is considered fair and reasonable by the parties but if any restriction is found to be unenforceable but would be valid if any part of it were deleted or the period or area of application reduced, the restriction shall apply with such modifications as may be necessary to make it valid and enforceable.

4.4 The consideration for the undertakings contained in this clause 4 is included in the Consideration

5. 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

6. 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.

7. 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.

8. Agreement survives completion

This agreement shall remain in effect despite its completion.

9. 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 executed as a deed on the date stated at the beginning of it.

Schedule

Completion

At Completion, the Seller shall deliver or cause to be delivered to the Company the following documents and evidence:

- (a) transfers of the Sale Shares duly executed by the Seller in favour of the Company,
- (b) the share certificates for the Sale Shares in the names of the Seller or a duly executed indemnity in respect of any lost share certificates, and
- (c) the written resignation, executed as a deed and in the agreed form of the Seller as a Director of the Company (and all its subsidiaries) together with a duly executed compromise agreement complying with the requirements of section 203(1) of the Employment Rights Act 1996

SIGNED and **DELIVERED** as)
a **DEED** by **JEFFREY JOHN**)
RICHARDS in the presence of.)

EXECUTED as a **DEED** by)
GALLERIA HOLDINGS LIMITED)
acting by **Ian Duncan-Lewis**)
(Director) in the presence of:)

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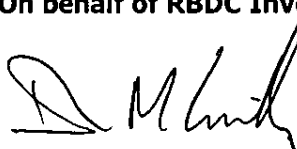
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On behalf of RBDC Investments Limited

Date

25/01/12



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Date

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- (d) at any time after Completion, use in the course of any business any trade or service mark, business or domain name, design or logo which, at Completion, was or had been used by the Company or anything which is, in the reasonable opinion of the Buyer, capable of confusion with such words, mark, name, design or logo; or
- (e) at any time after Completion, use in the course of any business or divulge, disclose to or share with any person, any Confidential Information; or
- (f) at any time during a period beginning on the Completion Date and ending on 31 December 2012, solicit or entice away from the Company any supplier to the Company who had supplied goods and/or services to the Company at any time during the twelve months immediately preceding the Completion Date.

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RICHARDS in the presence of:)

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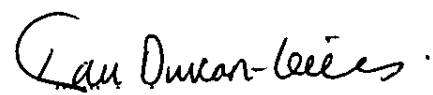
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- (e) at any time after Completion, use in the course of any business or divulge, disclose to or share with any person, any Confidential Information; or
- (f) at any time during a period beginning on the Completion Date and ending on 31 December 2012, solicit or entice away from the Company any supplier to the Company who had supplied goods and/or services to the Company at any time during the twelve months immediately preceding the Completion Date.

4 2 The covenants in clause 4 1 are intended for the benefit of the Company and apply to actions carried out by the Seller in any capacity and whether directly or indirectly on the Seller's own behalf, on behalf of any other person or jointly with any other person.

4 3 Each of the covenants in clause 4 1 is a separate undertaking by the Seller in relation to himself and his interests and shall be enforceable by the Company separately and independently of its right to enforce any one or more of the other covenants contained in clause 4 1 Each of the covenants in clause 4 1 is considered fair and reasonable by the parties but if any restriction is found to be unenforceable but would be valid if any part of it were deleted or the period or area of application reduced, the restriction shall apply with such modifications as may be necessary to make it valid and enforceable

4 4 The consideration for the undertakings contained in this clause 4 is included in the Consideration

5. 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.

6. 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.

7. 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

8. Agreement survives completion

This agreement shall remain in effect despite its completion.

9. 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 executed as a deed on the date stated at the beginning of it

Schedule

Completion

At Completion, the Seller shall deliver or cause to be delivered to the Company the following documents and evidence:

- (a) transfers of the Sale Shares duly executed by the Seller in favour of the Company,
- (b) the share certificates for the Sale Shares in the names of the Seller or a duly executed indemnity in respect of any lost share certificates, and
- (c) the written resignation, executed as a deed and in the agreed form of the Seller as a Director of the Company (and all its subsidiaries) together with a duly executed compromise agreement complying with the requirements of section 203(1) of the Employment Rights Act 1996

SIGNED and **DELIVERED** as)
a **DEED** by **JEFFREY JOHN**)
RICHARDS in the presence of)

EXECUTED as a **DEED** by)
GALLERIA HOLDINGS LIMITED)
acting by **Ian Duncan-Lewis**)
(Director) in the presence of)