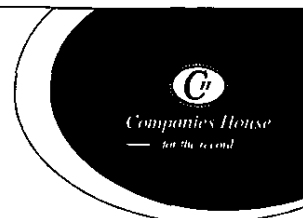


SH03

Return of purchase of own shares



☒ **What this form is for**
You may use this form to give notice
of a purchase by a limited company
of its own shares

☐ **What this form is NOT**
You cannot use this form
notice of a purchase by a
company of its own shares

MONDAY



A2AQ6ZBU

A11

17/06/2013

#100

COMPANIES HOUSE

1 Company details

Company number 0 4 4 6 8 4 1 2

Company name in full MFUSE LIMITED

→ **Filing in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Shares purchased for cancellation

The section below should be completed by public
limited companies (PLC) only

Class of shares (E.g. Ordinary/Preference etc.)	Number of shares purchased	Nominal value of each share	Date that the shares were delivered to the company	Are these qualifying shares? ①	Maximum price paid for each share	Minimum price paid for each share
ORDINARY	38414	£0 10	06 / 06 / 2013	<input type="checkbox"/> Yes		
			/ /	<input type="checkbox"/> Yes		
			/ /	<input type="checkbox"/> Yes		
			/ /	<input type="checkbox"/> Yes		
			/ /	<input type="checkbox"/> Yes		

Please show the aggregate amount paid on shares purchased for cancellation

Total aggregate amount £467,498 38

For HM Revenue and Customs Stamp Office only

① **Qualifying shares**
Qualifying shares are shares eligible
to be placed into treasury

SH03

Return of purchase of own shares

3 Shares purchased into treasury (PLCs only)

Please complete the table below if you are purchasing into treasury
This section is to be completed by PLCs only

Class of shares (E.g. Ordinary/Preference etc.)	Number of shares purchased	Nominal value of each share	Date that the shares were delivered to the company	Maximum price paid for each share	Minimum price paid for each share
			/ /		
			/ /		
			/ /		
			/ /		
			/ /		

Please show the aggregate amount paid by the company on shares purchased into treasury

Total aggregate amount

4 Stamp Duty

Stamp Duty of 0.5% is payable for purchases where the amount or value of the consideration is over £1,000
Please show the amount of Stamp Duty paid on shares purchased

Stamp Duty ①

£ 2,340

Before this form is sent to Companies House it must be 'stamped' by HM Revenue and Customs Stamp Office to confirm that the appropriate amount of Stamp Duty has been paid

After this form has been 'stamped' and returned to you by HM Revenue and Customs it must then be sent to Companies House

No Stamp Duty payable

If Stamp Duty is **not** payable on shares purchased, please confirm the statement below by ticking the box

☐ I/We certify that the transaction effected by this instrument does not form part of a larger transaction or series of transactions in respect of which the amount or value of the consideration exceeds £1,000

If you have no stamp duty payable, please return this form directly to Companies House

② Stamp Duty

The aggregate amount should be rounded up to the nearest multiple of £5

Amount payable

Cheques for the Stamp Duty must be made payable to 'HM Revenue & Customs Taxes' and crossed 'Not Transferable'

Stamp office address

Please send the form to
HMRC Stamp Office
9th Floor, City Centre House,
30 Union Street,
Birmingham B2 4AR

Further information

If you require further information on Stamp Duty Please contact HM Revenue & Customs on 0845 6030135 or visit their website www.hmrc.gov.uk

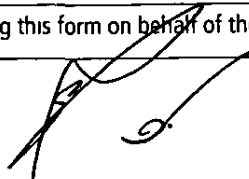
5 Signature

I am signing this form on behalf of the company

Signature

Signature

X



X

Date

d 13 m 06 y 20 y 13

This form may be signed by
Director ②, Secretary, Person authorised ③, Administrator, Receiver, Receiver manager, CIC manager

③ Societas Europaea

If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership

④ Person authorised

Under either section 270 or 274 of the Companies Act 2006

SH03

Return of purchase of own shares

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name **JBW**Company name **SPRING LAW**Address **65 CHANDOS PLACE**Post town **LONDON**County/Region **LONDON**Postcode **W C 2 N 4 H G**Country **UK**

DX

Telephone **0207 395 4881****Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed Section 2 and/or Section 3 as appropriate
- ☐ In Section 4, you have either had the form stamped by HMRC or ticked the certification section to
- ☐ indicate that no duty is payable
- ☐ You have signed the form

**Important information**

Please note that all information on this form will appear on the public record

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Stamp Duty

If Stamp Duty is to be paid, please first send this form to HMRC Stamp Office, 9th Floor, City Centre House, 30 Union Street, Birmingham, B2 4AR

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

THIS AGREEMENT is dated

6 JUNE

2013

PARTIES

- (1) **MARCUS WAREHAM** of 13 Victoria Road, Farnham, Surrey GU9 7RB (the **Seller**)
- (2) **MFUSE LIMITED** incorporated and registered in England and Wales with company number 4468412 whose registered office is at 7th Floor, Portland House, Bressenden Place, London SW1E 5BH (the **Company**)

BACKGROUND

- (A) The Seller is the registered holder of 18,453 ordinary shares of £0 10 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 SHAREHOLDER APPROVAL

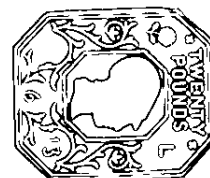
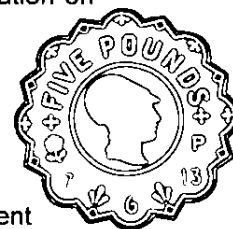
The sale and purchase of the shares in accordance with clause 3 is conditional on a special resolution of the Company being passed approving the terms of this agreement (**Shareholder Approval**) If Shareholder Approval is not granted on or before 7 June 2013, this agreement shall cease to have effect immediately after that date and time

3 SALE AND PURCHASE OF SHARES

- 3 1 The Seller agrees to sell the Shares with full title guarantee for a consideration of £12 17 per Share and the Company agrees to purchase them and to pay such consideration to the Seller
- 3 2 The Seller warrants that there are no liens, charges or other encumbrances over or in respect of the Shares
- 3 3 Completion of the sale and purchase of the Shares shall take place immediately after Shareholder Approval has been granted in accordance with clause 2 at the offices of the Company, when the Seller shall deliver the share certificate(s) 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 £224,573 01 to the Seller by way of telegraphic transfer to the Seller's bank account as it shall notify the Company

4 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



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

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 Executed as a deed

Executed by

MARCUS WAREHAM

In the presence of a witness



Signature of witness

KATY WINNING
Name (BLOCK LETTERS)



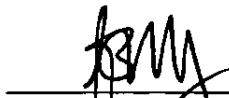
Signature

MARCUS WAREHAM
Name (BLOCK LETTERS)

Executed for and on behalf of

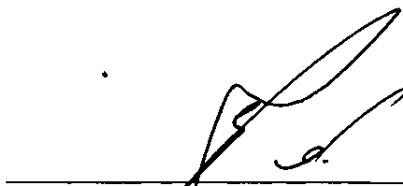
MFUSE LIMITED

by its duly authorised officers



Signature of director/secretary

JB WANSLEY
Name (BLOCK LETTERS)



Signature of director

GEORGE REAS
Name (BLOCK LETTERS)

Spring | Law

THIS AGREEMENT is dated

12/5
6 June

2013

PARTIES

- (1) **CHARLES PALMER** of Le Granada, 28 Boulevard de Belgique, Monaco MC98000 (the Seller)
- (2) **MFUSE LIMITED** incorporated and registered in England and Wales with company number 4468412 whose registered office is at 7th Floor, Portland House, Bressenden Place, London SW1E 5BH (the Company)



BACKGROUND

- (A) The Seller is the registered holder of 19,961 ordinary shares of £0 10 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 SHAREHOLDER APPROVAL

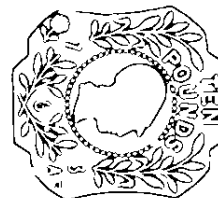
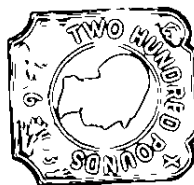
The sale and purchase of the shares in accordance with clause 3 is conditional on a special resolution of the Company being passed approving the terms of this agreement (**Shareholder Approval**) If Shareholder Approval is not granted on or before 7 June 2013, this agreement shall cease to have effect immediately after that date and time

3 SALE AND PURCHASE OF SHARES

- 3.1 The Seller agrees to sell the Shares with full title guarantee for a consideration of £12 17 per Share and the Company agrees to purchase them and to pay such consideration to the Seller
- 3.2 The Seller warrants that there are no liens, charges or other encumbrances over or in respect of the Shares
- 3.3 Completion of the sale and purchase of the Shares shall take place immediately after Shareholder Approval has been granted in accordance with clause 2 at the offices of the Company, when the Seller shall deliver the share certificate(s) 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 £242,925 37 to the Seller by way of telegraphic transfer to the Seller's bank account as it shall notify the Company

4 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



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

7 AGREEMENT SURVIVES COMPLETION

This agreement shall remain in effect despite its completion

8 COUNTERPARTS

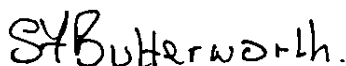
This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

This agreement has been entered into on the date stated at the beginning of it Executed as a deed

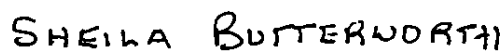
Executed by

CHARLES PALMER

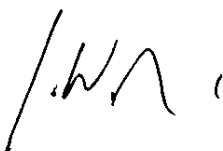
In the presence of a witness



Signature of witness



Name (BLOCK LETTERS)


Signature



Name (BLOCK LETTERS)

Executed for and on behalf of

MFUSE LIMITED

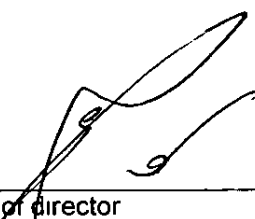
by its duly authorised officers




Signature of director/secretary



Name (BLOCK LETTERS)


Signature of director



Name (BLOCK LETTERS)