

Company number 05349847

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

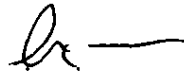
FENWOLD PROPERTIES LTD (Company)

Pursuant to section 291 of the Companies Act 2006 (**CA 2006**) resolution 1 was passed as an ordinary resolution

(Passed **2 September 2016**)

RESOLUTION

1 THAT the terms of an agreement proposed to be made between the Company and Heenal Lakhani for the purchase by the Company from Heenal Lakhani of 500 ordinary shares of £1 00 each in the capital of the Company for a total consideration of £192,000 96 as set out in the contract attached (**Purchase Contract**) be and is hereby approved and the Company be and is hereby authorised to enter into the Purchase Contract



Linda Hearne

Director

2 September 2016

Date

WEDNESDAY



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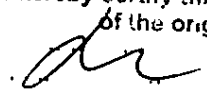
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COMPANIES HOUSE

We hereby certify this is a true copy
of the original


Edward Hands & Lewis Solicitors

DATED 2 SEPTEMBER

2016

J L PRICE 05/09/2016

OFF-MARKET PURCHASE AGREEMENT

between

HEENAL LAKHANI

and

FENWOLD PROPERTIES LTD



EHL Commercial Law | City Gate House | St. Margaret's Street | Leicester | LE1 3DA
www.ehlcommercial.co.uk
Ref: RBP/Lakhani

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THIS AGREEMENT is dated 2 September 2016

PARTIES

- (1) **HEENAL LAKHANI** of 37 The Nook, Anstey, Leicester, LE7 7AZ (the Seller).
- (2) **FENWOLD PROPERTIES LTD** incorporated and registered in England and Wales with company number 05349847 whose registered office is at 37 The Nook, Anstey, Leicester, LE7 7AZ (Company).

BACKGROUND

- (A) The Seller is the registered holder of 500 ordinary shares of £1.00 each in the capital of the Company (Shares and each, a Share).
- (B) Pursuant to a written resolution, the Company's shareholders approved the final form of this agreement in accordance with section 694 of the Companies Act 2006.
- (C) The Seller has agreed to sell and the Company has agreed to buy the Shares subject to the terms of this agreement
- (D) It is proposed that, once purchased by the Company, the Shares shall be cancelled

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause and in the background section (above) shall apply in this agreement.

Encumbrance: 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.

- 1.2 Clause headings shall not affect the interpretation of this agreement
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors, successors and permitted assigns.
- 1.6 A reference to a **party** shall include that party's personal representatives and permitted assigns
- 1.7 A reference to **writing** or **written** includes fax but not email unless stated otherwise
- 1.8 References to clauses are to the clauses of this agreement

2. SHAREHOLDER APPROVAL

The sale and purchase of the Shares in accordance with clause 3 is conditional on a resolution of the Company being passed approving the terms of this agreement (Shareholder Approval). If Shareholder Approval is not granted on or before Friday 30 September 2016, this agreement shall cease to have effect immediately after that date and time except for.

- (a) Clause 1 and clause 4 to clause 11 (inclusive);
- (b) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination under this clause 2

3. SALE AND PURCHASE OF SHARES

- 3.1 The Seller agrees to sell such right, interest and title that it may have in the Shares for a total consideration of £192,000.96 and the Company agrees to purchase them and to pay such consideration to the Seller.
- 3.2 The Company warrants to the Seller on the date of this agreement and immediately prior to completion of the transfer taking place under clause 3.4 that it has the requisite power and authority to enter into and perform this agreement, and that the agreement constitutes valid, legal and binding obligations on the Company in accordance with its terms
- 3.3 The Company further warrants to the Seller, on the date of this agreement and immediately prior to completion of the transfer taking place under clause 3.4, that the execution and delivery of this agreement and the documents referred to in it, and compliance with their respective terms shall not breach or constitute a default.
 - (a) under its articles of association, or any other agreement or instrument to which it is a party or by which it is bound; or
 - (b) any order, judgment, decree or other restriction applicable to it
- 3.4 Completion of the sale and purchase of the Shares shall take place immediately on execution of this agreement at the offices of the Seller's solicitor, when the Seller shall deliver a duly executed instrument of transfer of the Shares in favour of the Company and 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 £192,000.96 to the Seller by way of telegraphic transfer for same day value to the Seller's solicitor's client account

4. FURTHER ASSURANCE

The Seller shall (at the cost of the Company) promptly execute and deliver such documents, perform such acts and do such things as the Company may require from time to time for the purpose of giving full effect to this agreement

5. ASSIGNMENT

Neither party shall assign, transfer, mortgage, charge, declare a trust over, or deal in any other manner with any of its rights and obligations under this agreement.

6. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7. COSTS AND STAMP DUTY

Each party shall pay its own costs in connection with the negotiation, preparation and execution of this agreement. All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this agreement and any instrument executed under this agreement shall be borne by the Company.

8. VARIATION AND WAIVER

8.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

8.2 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this agreement or by law is only effective if it is in writing

9. NOTICES

9.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address set for it out in clause 9.3, or
- (b) sent by fax to the fax number stated for it in clause 9.3.

9.2 Any notice or communication shall be deemed to have been received

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

9.3 The addresses and fax numbers for service of notices are:

- (a) Seller
 - (i) address: 37 The Nook, Anstey, Leicester, LE7 7AZ
 - (ii) for the attention of Heenal Lakhani
- (b) Company

(i) address: Gracelands, Sunny Hollow, The Brampton, Newcastle Under Lyme, Staffs, ST5 0RW

(ii) for the attention of: Linda Hearne

9.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

10. COUNTERPARTS

10.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

10.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

11. GOVERNING LAW AND JURISDICTION

11.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

11.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

This agreement has been entered into on the date stated at the beginning of it.

EXECUTED and DELIVERED as a DEED by)

HEENAL LAKHANI)



in the presence of

Signature of Witness: *R. Pancholi*

Name of Witness: RIKESH BHARAT PANCHOLI

Address of Witness:

EHL Commercial Law
...City Gate House, St Margaret's
Street, Leicester, LE1 3DA

Occupation of Witness: SOLICITOR

EXECUTED and DELIVERED as a DEED by)

FENWOLD PROPERTIES LTD)



acting by)

LINDA HEARNE)

a director,)

In the presence of:

Signature of Witness: *R. Pancholi*

Name of Witness: RIKESH BHARAT PANCHOLI

Address of Witness:

EHL Commercial Law
City Gate House, St Margaret's
Street, Leicester, LE1 3DA

Occupation of Witness: SOLICITOR