

Company number 05700518

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

of

**APPLIED TRADING LIMITED (the "Company")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the director of the Company proposes that the resolution below is passed as a special resolution ("**Special Resolution**")

**SPECIAL RESOLUTION**

That the terms of a buyback agreement proposed to be made between the Company and Daniel Arthur Griffiths for the purchase by the Company of 50 ordinary shares of £1 00 each in the capital of the Company for a total consideration of £30,000 as set out in the draft 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 Special Resolution

The undersigned being the person entitled to vote on the above resolution on the date herein hereby irrevocably agrees to the Special Resolution

Signed by **LIZA JANE COLLARD**

*Liza Jane Collard*  
23/12/14

Date

**NOTES**

1 If you agree to the Special 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 the Company's registered office
- **Post** returning the signed copy by post to the Company's registered office

If you do not agree to the Special 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 Special Resolution, you may not revoke your agreement

3 Unless, by the date falling 28 days after the Circulation Date, sufficient 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

23rd December 2014

**PURCHASE AGREEMENT**

between

**(1) DANIEL ARTHUR GRIFFITHS**

and

**(2) APPLIED TRADING LIMITED**

**JOLLIFFE & Co. LLP**  
— SOLICITORS —

Exchange House, White Friars, Chester CH1 1DP

SJW/C1242 1

We hereby certify this  
document to be a true copy  
of the original

Signed *Jolliffe*  
Dated 23/12/14 JOLLIFFE & Co LLP

THIS AGREEMENT is dated the *23rd* day of *December* 2014

## **PARTIES**

- (1) **DANIEL ARTHUR GRIFFITHS** of 14 Lawns Avenue, Raby Mere, Wirral, CH63 0NF ("**Seller**"), and
- (2) **APPLIED TRADING LIMITED** incorporated and registered in England and Wales with company number 05700518 whose registered office is at 46 Hamilton Square, Birkenhead, Merseyside, CH41 5AR ("**Company**")

## **BACKGROUND**

- (A) The Seller is the registered holder of 50 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 the Shares with full title guarantee for a total consideration of £30,000 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(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 £30,000 to the Seller by way of telegraphic transfer for same day value to the Seller's account or such account as he directs

**3. RESIGNATION**

Despite the Seller having resigned as of 31<sup>st</sup> August 2014, the Seller agrees to sign a formal letter of resignation as a director of the Company upon the date of this agreement acknowledging that he has no right, claim and/or cause of action against the Company and/or its officers in respect of loss of office, loss of employment and/or otherwise

**4. 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.

**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. CONFIDENTIALITY**

The Seller undertakes to the Company to keep confidential the terms of this agreement, all information surrounding the background to the entering into of this agreement, and all information that it has acquired about the Company and to use the information only for the purposes contemplated by this agreement

**7. AGREEMENT SURVIVES COMPLETION**

This agreement shall remain in effect despite its completion

**8. COUNTERPARTS**

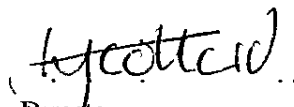
This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

**9. 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 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 **DANIEL ARTHUR  
GRIFFITHS**

Signed by LIZA JANE COLLARD  
for and on behalf of **APPLIED  
TRADING LIMITED**

  
Director

Signed by **DANIEL ARTHUR  
GRIFFITHS**

A handwritten signature in black ink, appearing to be 'DA' with a large loop and a trailing flourish.

Signed by **LIZA JANE COLLARD**  
for and on behalf of **APPLIED  
TRADING LIMITED**

Director