

Companies Act 2006

Company number 06303883

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

ROSEHILL POLYMERS GROUP LIMITED

At a General Meeting of the Members of Rosehill Polymers Group Limited (the Company) duly convened and held on 30 April 2014 at Rose Hill Mill, Beech Road, Sowerby Bridge HX6 2JT the following resolution was duly passed as a special resolution

SPECIAL RESOLUTION

That the Company be and is hereby authorised pursuant to section 690 of the Companies Act 2006 and the Company's Articles of Association to purchase its own shares in accordance with a proposed contracts to purchase in the form attached to the resolution and initialled by the signatories for the purpose of identification to be made between (1) the Company and (2) the Vendors D W Beech and A J F Longbottom in respect of the sale to and the purchase by the Company of 50,000 B ordinary shares of £1 each in the capital of the Company for the sum of £50,000 to be paid out of the distributable profits of the Company, which contract is hereby approved and that any one director for the time being is hereby authorised to enter into the contract on behalf of the Company and to fulfil all obligations of the Company thereunder



Alexander H Celik
Director

TUESDAY



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27/05/2014

#51

COMPANIES HOUSE

DATED 30 APRIL 2014

(1) Rosehill Polymers Group Limited

(2) D W Beech

(3) A J F Longbottom

OWN SHARE PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (this "Agreement") is made on the 30 April 2014

BETWEEN

- 1 Rosehill Polymers Group Limited, a company incorporated under the laws of England and Wales with registration number 06303883 and its registered office at Rose Hill Mill, Beech Road, Sowerby Bridge HX6 2JT (the "Purchaser"),
- 2 The persons or corporations whose names are set out in the first column of Schedule I (each a "Vendor" and together the "Vendors")

WHEREAS

- A The Vendors hold 1,730,607 B ordinary shares of £1 each in the Purchaser
- B The Purchaser desires to purchase from the Vendors and the Vendors wish to sell to the Purchaser 50,000 B ordinary shares of £1 each in the Purchaser (the "Sale Shares")

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

- 1 1 The following terms, as used herein, have the following meanings

"Completion"	shall have the meaning provided in Clause 2 2,
"Completion Date"	shall have the meaning provided in Clause 2 2,
"Encumbrance"	means and includes any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien or assignment or any other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property,
"Purchase Price"	means the aggregate of the prices paid for the Sale Shares in the third column of Schedule I, and
"Sale Shares"	has the meaning set out in Recital B

- 1 2 In this Agreement

- 1 2 1 the headings are inserted for convenience only and shall not affect the construction of this Agreement,
- 1 2 2 references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other statutory provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification),

- 1 2 3 unless the context requires otherwise, words incorporating the singular shall include the plural and vice versa and words importing a gender shall include the other gender, and
- 1 2 4 references herein to Clauses, Recitals and Schedules are to clauses and recitals of and schedules to this Agreement
- 1 3 All Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and Schedules

2 SALE AND PURCHASE OF SALE SHARES

- 2 1 Subject to the terms and conditions set out in this Agreement, the Purchaser (relying on the representations, warranties, undertakings and agreements hereinafter referred to) agrees with the Vendors to purchase at Completion, and the Vendors agree to sell and cause to be sold to the Purchaser at Completion, all rights, title and interests in the Sale Shares free from all Encumbrances together with all rights of any nature whatsoever now or hereafter attaching or accruing to them including all rights to any dividends or other distribution declared paid or made in respect of them after the Completion Date
- 2 2 The purchase and sale of the Sale Shares ("Completion") shall take place on the day following the date when the special resolution of the shareholders of the Purchaser approving the terms of this Agreement is passed. The date and time of the Completion are herein referred to as the "Completion Date"
- 2 3 Upon Completion the Vendors shall deliver to the Purchaser the following documents in respect of the Sale Shares
 - 2 3 1 duly completed and executed stock transfer forms in respect of the Sale Shares by the registered holders thereof in favour of the Purchaser together with the share certificates representing the Sale Shares,
 - 2 3 2 all powers of attorney or other authorities under which the transfers of the Sale Shares have been executed,
 - 2 3 3 such waivers or consents as the Purchaser may require enabling the Purchaser to be registered as the holders of the Sale Shares,
 - 2 3 4 such other documents as may be required to give to the Purchaser good title to the Sale Shares and to enable the Purchaser or its nominees to become the registered holders thereof,
 - 2 3 5 written confirmation that the Vendors are not aware of any matter or thing which is in breach of or inconsistent with any of the representations, warranties and undertakings herein contained, and
 - 2 3 6 such other papers and documents as the Purchaser may reasonably require
- 2 4 Against performance of the matters set out in Clause 2 3, the Purchaser shall pay to the Vendors the Purchase Price

- 2 5 The Vendors hereby irrevocably undertake to the Purchaser to procure at their own expense the due execution of all such further documents as are necessary to vest in the Purchaser all such property and rights as are intended to be vested in the Purchaser by or pursuant to this Agreement

3 REPRESENTATIONS AND WARRANTIES OF THE VENDORS

The Vendor(s) hereby represent and warrant on a joint and several basis to the Purchaser that each of the following statements is true

- 3 1 The Vendor(s) is a person or a legal entity duly organised and validly existing under the laws of its jurisdiction of incorporation
- 3 2 The Vendor(s) has taken all corporate or other action required to authorise, and has duly authorised, the execution, delivery and performance of this Agreement and upon due execution and delivery the same will constitute its legal, valid and binding obligations enforceable in accordance with its terms
- 3 3 The Vendor(s) has full power and authority to make the covenants and representations referred to herein and to sell the Sale Shares and to execute, deliver and perform this Agreement
- 3 4 Neither the execution and delivery of this Agreement nor the performance by it of its obligations under this Agreement will (i) conflict with or result in any breach of its Constitutional Documents, (ii) conflict with, result in a breach or default of, or give rise to any right of termination, cancellation or acceleration or result in the creation of any lien, charge, encumbrance, or restriction upon any of the properties or assets of it or its shares under, any law, statute, rule, regulation, judgment, decree, order, government permit, license or order or any mortgage, indenture, note, license, trust, agreement or other agreement, instrument or obligation to which it is a party
- 3 5 Each Vendor has good and valid title to the Sale Shares set forth opposite his or its name on Schedule I, free and clear of any lien, charge, encumbrance, security interest, voting agreement, voting trust, voting or transfer restriction, right of first refusal, proxy, claim or right of others of whatever nature (a "Lien"), and at closing of any sale of such Sale Shares by a Vendor such Vendor will deliver to the Purchaser good and valid title to all of the Sale Shares beneficially owned by such Vendor as set forth on Schedule I hereto, free and clear of any Liens No person or entity other than such Vendor has any power or right, whether or not shared with any other person or entity, to dispose of or direct the disposition of any of the Sale Shares or to vote or direct the voting of any of the Sale Shares held by such Vendor as set forth on Schedule I hereto
- 3 6 The foregoing representations and warranties are made by the Vendors with the knowledge and expectation that the Purchaser is placing reliance thereon

4 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Vendors that each of the following statements is true

- 4 1 It is a legal entity duly organised and validly existing under the laws of its jurisdiction of incorporation

- 4 2 It has taken all corporate or other action required to authorise, and has duly authorised, the execution, delivery and performance of this Agreement and upon due execution and delivery the same will constitute its legal, valid and binding obligations enforceable in accordance with its terms
- 4 3 It has full power and authority to make the warranties and representations referred to herein and to purchase the Sale Shares and to execute, deliver and perform this Agreement
- 4 4 The share capital of the Purchaser before Completion is as set out in Schedule II and the share capital of the Purchaser immediately after Completion will be as set out in Schedule III

5 MISCELLANEOUS

- 5 1 The representations and warranties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and Completion and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Purchaser
- 5 2 Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any Purchaser Shares sold hereunder) Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement
- 5 3 This Agreement shall be governed by and construed in accordance with the laws of England and Wales
- 5 4 The courts of England shall have exclusive jurisdiction to determine any matters arising out of or in connection with this agreement (including any non-contractual matters)
- 5 5 Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon postal service delivery, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address or fax number set out below or to such other address or fax number as such party may designate by ten days' advance written notice to the other parties
- 5 6 Each of the parties hereto shall be responsible for its own costs and expenses incurred in the preparation, negotiation and execution of this Agreement
- 5 7 Each party to this Agreement shall pay its own share of stamp duty in relation to the sale and purchase of the Sale Shares and the Vendors hereby authorise the Purchaser to deduct from the Purchase Price the Vendors' share of stamp duty
- 5 8 If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms

6 **NOTICE DETAILS**

The address details of the parties are as follows

Purchaser

Rosehill Polymers Group Limited
Rose Hill Mill, Beech Road, Sowerby Bridge, West Yorkshire HX6 2JT

Vendors

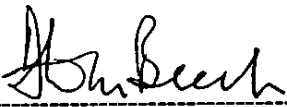
D W Beech
Redroofs, High Street, South Leverton, Retford, Nottinghamshire DN22 0BN

A J F Longbottom
Lyndhurst, Stormer Hill Lane, Norland, Sowerby Bridge, West Yorkshire HX6 3RF

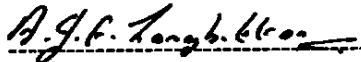
AS WITNESS the parties have executed this Agreement as of the date first above written

THE VENDORS

SIGNED by
David William Beech



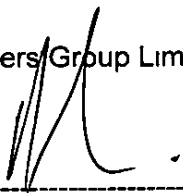
SIGNED by
Anthony John Francis Longbottom



THE PURCHASER

For and on behalf of Rosehill Polymers Group Limited

SIGNED by
Alexander Hayk Celik
Director



SCHEDULE I

LIST OF VENDORS, NUMBER OF SALE SHARES AND PURCHASE PRICE

NAME OF VENDOR(S)	NO OF SALE SHARES	PURCHASE PRICE
David William Beech	16,317	£16,317
Anthony John Francis Longbottom	33,683	£33,683

SCHEDULE II

SHARE CAPITAL OF THE PURCHASER BEFORE COMPLETION

Shareholder Name	A Ordinary Shares	B Ordinary Shares
A H Celik	314,614	
S Celik	314,614	
J M Hopkinson	629,228	
H M Hopkinson	629,228	
W J Stevens	153,471	
H Stevens	153,470	
A J F Longbottom		1,165,835
D W Beech		564,772
Total	2,194,625	1,730,607

SCHEDULE III

SHARE CAPITAL OF THE PURCHASER IMMEDIATELY AFTER COMPLETION AND CANCELLATION OF SHARES PURCHASED

Shareholder Name	A Ordinary Shares	B Ordinary Shares
A H Celik	314,614	
S Celik	314,614	
J M Hopkinson	629,228	
H M Hopkinson	629,228	
W J Stevens	153,471	
H Stevens	153,470	
A J F Longbottom		1,132,152
D W Beech		548,455
Total	2,194,625	1,680,607