

Company No 7659017

THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY SHARES

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WRITTEN RESOLUTION  
of  
MAILSTORAGE LIMITED (the "Company")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions were passed on 13 Feb 2013

**Special Resolution**

THAT (a) the terms of the draft agreement attached (the "**Agreement**") between the Company and Storage Mailbox LLC providing for the purchase by the Company of 2,938 fully paid ordinary shares of £1 00 each in the Company (the "**Shares**") for the consideration set out in the Agreement be and by this resolution are authorised and (b) in accordance with article 7 1 of the articles of association of the Company we hereby consent to the purchase of the Shares by the Company

  
Signed for and on behalf of  
MailStorage Limited



DATED 13 Feb 2013

- (1) STORAGE MAILBOX LLC
- (2) PHIL MURPHY
- (3) MAILSTORAGE LIMITED

**OWN SHARE SALE AND PURCHASE AGREEMENT**  
relating to  
the acquisition of 2,938 ordinary shares of £1.00 each  
in the capital of MailStorage Limited

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THIS AGREEMENT is made on

18 / 12 / 2012

**BETWEEN**

- (1) **STORAGE MAILBOX LLC**, a limited liability company incorporated in the USA and having its principal place of business at 24225 Corydalis Street, Plainfield, Illinois, USA (the "Seller"),
- (2) **JOHN PHILIP MURPHY**, of 24225 Corydalis Street, Plainfield, Illinois, USA ("Phil Murphy"), and
- (3) **MAILSTORAGE LIMITED**, a company incorporated in England and Wales with registered number 7659017 and having its registered office at 32 Byron Hill Road, Harrow, Middlesex, HA2 0HY, United Kingdom (the "Company").

**RECITALS**

- (A) The Seller wishes to sell, and the Company wishes to buy, the Shares on the terms set out below. In addition, the Company wishes to cancel, and the Seller accepts the cancellation of, the Note
- (B) In consideration for the acquisition of the Shares and the cancellation of the Note, the Company is agreeing to (a) not use any trademark or other identifying mark owned by, or used by, the Seller prior to the date of this Agreement, (b) not use any software owned by, or developed by or on behalf of the Seller, prior to the date of this Agreement other than as set out in the Licence, and (c) release the Seller and/or Phil Murphy from any claims that it may have against one or either of them
- (C) The consideration for the acquisition of the Shares is not taking the form of a cash payment and accordingly will not be reducing the distributable reserve position of the Company. However, as the purchase is not taking place otherwise than for valuable consideration, the Company has been advised that it cannot rely on the exception, set out in section 650 of the Act, to the general rule against a limited company acquiring its shares and therefore must comply with the provisions in section 693 to 708 (inclusive) of the Act

**1 DEFINITIONS AND INTERPRETATION**

In this Agreement unless inconsistent with the context or otherwise specified

1.1 the following expressions have the following meanings

"Act"	the Companies Act 2006, as amended,
"this Agreement"	this agreement as varied from time to time in accordance with its terms,
"Licence"	the software licence agreement to be entered into between the Seller and the Company pursuant to which the Seller grants a perpetual licence to the Company and/or LoveSpace to use the Seller's software to the extent that, at the date of this Agreement, such software is included within the software developed by or on behalf of the Company



and/or LoveSpace,

"LoveSpace"	LoveSpace Limited, a company incorporated in England and Wales with registered number 7694327 and having its registered office at 32 Byron Hill Road, Harrow, Middlesex, HA2 0HY, United Kingdom;
"Note"	the note issued by the Company to the Seller on 23 August 2011 with a nominal value of £30,000,
"Parties"	the parties to this Agreement, and "Party" means either one of them,
"Shares"	2,938 fully paid up ordinary shares of £1 00 each in the capital of the Company,
"Shareholders' Agreement"	the shareholders' agreement relating to the Company and entered into between, inter alia, the Company and the Seller on 23 August 2011,

- 1 2 references to clauses are to clauses of this Agreement,
- 1 3 words importing gender include each gender,
- 1 4 the singular includes the plural and vice versa, and
- 1 5 clause headings are included for the convenience of the Parties only and do not affect its interpretation

## 2. SHAREHOLDER APPROVAL

The sale and purchase of the Shares in accordance with clause 3 below is conditional upon a special resolution of the shareholders of the Company (other than the Seller) being passed approving the terms of this Agreement (the "Shareholder Approval")

## 3. SALE OF SHARES AND CANCELLATION OF NOTE

Subject to the terms of this Agreement and for the consideration appearing in it:

- 3 1 the Seller shall sell, or otherwise procure the sale of, the Shares with full title guarantee and the Company shall buy the Shares free from any charges, mortgages, liens, encumbrances, equities and claims of any kind, and
- 3 2 the Seller shall deliver the Note to the Company for cancellation and hereby agrees, and Phil Murphy also hereby agrees, that upon such cancellation it releases and forever discharges its right to receive repayment of the principal amount of the Note together with any interest on such amount which has, or would have, accrued in accordance with its terms

## 4. CONSIDERATION

In consideration for the purchase of the Shares by the Company and the cancellation of the Note

- 4 1 the Parties hereby agree that the non-compete provision pursuant to clause 12 1 4 of the Shareholders' Agreement, restricting the Company from undertaking the Restricted Activities (as defined in the Shareholders' Agreement) within North

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America for a period of five years from the date of the Shareholders' Agreement shall, from the date of Completion, be released,

4 2 the Parties shall, as soon as practical following Completion, enter into the Licence and, from that date the Technology Agreement (as defined in the Shareholders' Agreement) shall be terminated notwithstanding that notice to terminate in accordance with the terms of the Technology Agreement has not been served, and

4 3 other than in respect of any claim that may arise out of or in connection with Completion, the Company hereby releases and forever discharges, and shall procure that LoveSpace releases and forever discharges, all and/or any claims, actions, rights and demands (each a "Claim"), whether in this jurisdiction or any other jurisdiction worldwide, that either the Company or LoveSpace has or may in the future have (whether or not it has actual knowledge of the Claim at the date of this Agreement, and whether in law or equity) against the Seller and/or Phil Murphy arising out of or in connection with

4 4 the Shareholders' Agreement, including Phil Murphy's office as director of the Company and the Seller's holding of Shares and the Note, and

4 5 the Technology Agreement

## 5. COMPLETION

5 1 Completion of the sale and purchase of the Shares and the cancellation of the Note shall take place on the later of (a) execution of this Agreement, and (b) obtaining the Shareholder Approval in accordance with clause 2 ("Completion") Completion shall take place at the registered office of the Company (or at such other place as shall be mutually agreed between the Parties) when

5 1 1 the Seller shall deliver, or cause to be delivered, to the Company the share certificate(s) in respect of the Shares,

5 1 2 Phil Murphy shall deliver a duly signed letter to the Company pursuant to which he will resign as a director of the Company with effect from Completion, and

5 1 3 the Seller shall deliver, or cause to be delivered, to the Company the certificate in respect of the Note

5 2 As soon as is reasonably practicable after such completion, the Company shall

5 2 1 update its register of members so as to show that the Seller has transferred the Shares to the Company and has, as a result, ceased to hold them and the Shares have been cancelled in accordance with section 706 of the Act,

5 2 2 file a Form SH03 with the Registrar of Companies recording the acquisition of the Shares by the Company,

5 2 3 file a Form TM01 with the Registrar of Companies recording Phil Murphy's resignation as a director of the Company; and

5 2 4 update its register of loannote holders to show that the Seller is no longer the holder of the Note and that the Note has been cancelled

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**6. ANCILLARY PROVISIONS****6.1 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 documents

**6.2 Assignment**

Without limiting section 704 of the Act, no Party shall assign, encumber, dispose or otherwise transfer any of its rights under this Agreement without the prior written consent of the other Parties

**6.3 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

**6.4 Costs and expenses**

Each Party shall pay its own costs and expenses incurred in the preparation, execution and carrying into effect of this Agreement

**6.5 Entire Agreement**

6.5.1 This Agreement constitutes the entire understanding between the Parties in relation to the subject matter

6.5.2 Except as otherwise permitted by this Agreement, no change to its terms shall be effective unless it is in writing and signed by or on behalf of the Parties

**6.6 Exclusion of Contracts (Rights of Third Parties) Act 1999**

The Parties do not intend any of the terms of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement

**6.7 Governing law and jurisdiction**


This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and shall be construed and take effect in all respects in accordance with English law. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)



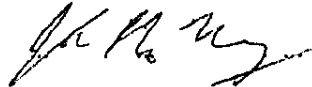
EXECUTION PAGE

This Agreement has been signed on the date first stated on page 1 above


Signed for and on behalf of  
**Storage Mailbox LLC** by its  
duly authorised representative

  
Authorised representative  
Print name John Philip Murphy

Signed by Phil Murphy



Signed for and on behalf of  
**MailStorage Limited** by its  
duly authorised representative

  
Director  
Print name CARL A. AMELN