

Company No 01524815

WEDNESDAY



A03  
"A2BSOST6"  
03/07/2013  
COMPANIES HOUSE  
#148

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

**OF**

**TRATOS LIMITED**

Circulated on 30 June 2013 (the "**Circulation Date**")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**"), the directors of the Company propose that the resolution below is passed as an ordinary resolution (the "**Resolution**")

**RESOLUTION**

- 1 THAT the terms of a contract proposed to be made between the Company and John Stephen Light for the purchase by the Company of 32 A Ordinary Shares of £1 each in the capital of the Company for a total consideration of £32 as set out in the contract attached (the "**Purchase Contract**") be approved and the Company be authorised to enter into the Purchase Contract

A copy of this Resolution has been forwarded to the Company's auditors

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, being all the persons entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution

Signed by  
**DR MAURIZIO BRAGAGNI**  
as authorised signatory  
for and on behalf of and duly authorised by  
**TRATOS CAVI SPA**

Date

Signed by  
**DR MAURIZIO BRAGAGNI**  
as attorney for  
**ALBANO BRAGAGNI**

Date

30 June 2013

30 June 2013

Signed by  
**DR MAURIZIO BRAGAGNI**

Maurizio Bragni  
30 June 2013

Date

## NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to David John Whitaker, Company Secretary ~~at the Company's registered office~~ at 31 Dransfield Road, Sheffield, South Yorkshire, S10 5RL

You may not return the Resolution to the Company by any other method

If you do not agree to the 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 Resolution, you may not revoke your agreement
- 3 Unless, before the end of the period of **28 days beginning with the Circulation Date**, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before the end of this period
- 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** 30 June **2013**

**(1) JOHN STEPHEN LIGHT**

**(2) TRATOS LIMITED**

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**OFF MARKET PURCHASE AGREEMENT**  
**In respect of shares in**  
**TRATOS LIMITED**

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**SMITH PARTNERSHIP**

*Solicitors*

Celtic House  
Heritage Gate  
Friary Street  
DERBY  
DE1 1LS  
Tel (01332) 225225  
Fax (01332) 225379  
Ref 210891-1 FAB

THIS AGREEMENT is dated

30 June

2013

## **PARTIES**

- (1) **JOHN STEPHEN LIGHT** of The Poplars, 9 Prospect Place, Totley Rise, Sheffield, S17 4HZ (the "**Seller**")
- (2) **TRATOS LIMITED** incorporated and registered in England and Wales with company number 01524815 whose registered office is at 1 Park Road, Holmewood Industrial Park, Holmewood, Chesterfield, Derbyshire, S42 5UW (the "**Company**")

## **BACKGROUND**

- (A) The Seller is the registered holder of 32 A Ordinary Shares of £1 each in the capital of the Company (the "**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 consideration of £1 per Share 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 at the offices of 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 £32 to the Seller by way of telegraphic transfer for same day value to the Seller's account, details of which the Seller shall provide to the Company on or prior to completion of this agreement

### **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

### **4. 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

**5. ENTIRE AGREEMENT**

- 5.1 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
- 5.2 The Company acknowledges and agrees that the terms of this agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute or common law or otherwise all of which are excluded to the fullest extent permitted by law

**6. AGREEMENT SURVIVES COMPLETION**

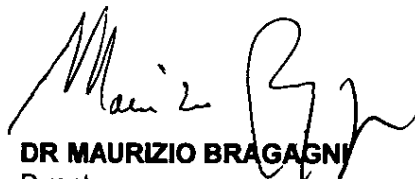
This agreement shall remain in effect despite its completion

**7. 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

SIGNED by )  
DR MAURIZIO BRAGAGNI )  
for and on behalf of )  
TRATOS LIMITED )

  
DR MAURIZIO BRAGAGNI  
Director

SIGNED by )  
JOHN STEPHEN LIGHT )

  
JOHN STEPHEN LIGHT