

**Company number 06757189**

**SPECIAL RESOLUTION**

OF

**SPV SHOPFITTING AND BUILDING LIMITED (Company)**

Passed on [*5 June* 2013]

The following resolution was duly passed as a special resolution on [*5 June* 2013] by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006

A copy of the written resolution is attached

**SPECIAL RESOLUTION**

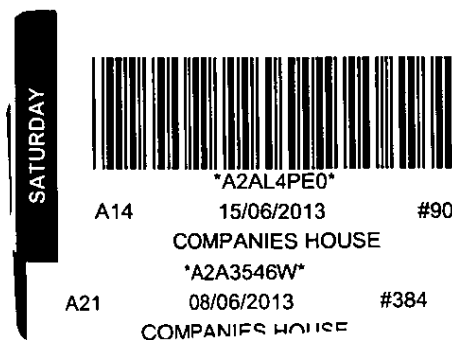
1 THAT the terms of a contract proposed to be made between the Company and John Michael Parry for the purchase by the Company of 2500 Ordinary Shares of £1 each in the capital of the Company for a total consideration of £30,000 as set out in the contract attached (**Purchase Contract**) be approved and the Company be authorised to enter into the Purchase Contract

Signed



Director

*5.6.2013*



Company number 06757189

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

SPV SHOPFITTING AND BUILDING LIMITED (Company)

[*SGue*] 2013

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution 1 below is passed as a special resolution (**Special Resolution**)

**SPECIAL RESOLUTION**

[1 ] THAT the terms of a contract proposed to be made between the Company and John Michael Parry for the purchase by the Company of 2500 Ordinary Shares of £1 each in the capital of the Company for a total consideration of £30,000 as set out in the 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, a person entitled to vote on the above resolutions on [*516* | 2013] hereby irrevocably agrees to the Special Resolution

Signed by **PAUL VICKERY**

Date

  
5/6/2013

## NOTES

1 You can choose to agree to the Special Resolutions or not. 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 SPV Shopfitting and Building Limited Westgate, Aldridge, Walsall, West Midlands WS9 8EX
- **Post** returning the signed copy by post to SPV Shopfitting and Building Limited Westgate, Aldridge, Walsall, West Midlands WS9 8EX FAO John Mayes
- **Fax** faxing the signed copy to 01922 [79515] arked "For the attention of John Mayes"

**E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to *John.mayes@blm-limited.co.uk* Please enter "Written resolution dated [5/6/2013]" in the e-mail subject box

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 Where, by [2/10/2013], insufficient agreement has been received for the Special Resolution to pass, it, it will lapse. If you agree to this Special 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** \_\_\_\_\_ **2013**

**OFF-MARKET PURCHASE AGREEMENT**

between

**JOHN MICHAEL PARRY (1)**

and

**SPV SHOPFITTING AND BUILDING LIMITED (2)**



Etchell House  
Etchell Court  
Bonehill Road  
Tamworth  
Staffordshire  
B78 3HQ

**THIS AGREEMENT** is dated

2013

**PARTIES**

- (1) **JOHN MICHAEL PARRY** of Greenlands, 11 Court Drive, Shenstone, Staffordshire WS14 0JG (**Seller**), and
- (2) **SPV SHOPFITTING AND BUILDING LIMITED** incorporated and registered in England and Wales with company number 06757189 whose registered office is at Westgate, Aldridge, West Midlands WS9 8EX (**Company**)

**BACKGROUND**

- (A) The Seller is the registered holder of 2500 Ordinary Shares of £1 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 consideration of £30 000 for the Ordinary Shares 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 the 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 £30,000 to the Seller by way of telegraphic transfer for same day value to the account of [ ] held at [ ] Bank plc, under account number [ ] and sort code [ ]

**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

**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 JOHN MICHAEL  
PARRY**

David William White

**SIGNED** by [ ] for  
and on behalf of **SPV**  
**SHOPFITTING AND BUILDING**  
**LIMITED**

Director

Company number 06757189

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

SPV SHOPFITTING AND BUILDING LIMITED (**Company**)

[ *SG* ]2013

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution 1 below is passed as a special resolution (**Special Resolution**)

#### **SPECIAL RESOLUTION**

[1 ] THAT the terms of a contract proposed to be made between the Company and John Michael Parry for the purchase by the Company of 2500 Ordinary Shares of £1 each in the capital of the Company for a total consideration of £30,000 as set out in the 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, a person entitled to vote on the above resolutions on [ *SG* 2013 ] hereby irrevocably agrees to the Special Resolution





Signed by **JOHN MAYES**

Date

  
5.6/013.

**NOTES**

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- **Post** returning the signed copy by post to SPV Shopfitting and Building Limited Westgate, Aldridge, Walsall, West Midlands WS9 8EX FAO John Mayes
- **Fax** faxing the signed copy to 01922 [269515] asked "For the attention of John Mayes"

**E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to John.Mayes@btinternet.com. Please enter "Written resolution dated [5.6.103.]" in the e-mail subject box

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 Where, by [2/7] 2013, insufficient agreement has been received for the Special Resolution to pass, it will lapse. If you agree to this Special 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** \_\_\_\_\_ **2013**

**OFF-MARKET PURCHASE AGREEMENT**

between

**JOHN MICHAEL PARRY (1)**

and

**SPV SHOPFITING AND BUIDING LIMITED (2)**



Etchell House  
Etchell Court  
Bonehill Road  
Tamworth  
Staffordshire  
B78 3HQ

**THIS AGREEMENT** is dated

2013

**PARTIES**

- (1) **JOHN MICHAEL PARRY** of Greenlands, 11 Court Drive, Shenstone, Staffordshire WS14 0JG (**Seller**), and
- (2) **SPV SHOPFITTING AND BUILDING LIMITED** incorporated and registered in England and Wales with company number 06757189 whose registered office is at Westgate, Aldridge, West Midlands WS9 8EX (**Company**)

**BACKGROUND**

- (A) The Seller is the registered holder of 2500 Ordinary Shares of £1 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 consideration of £30 000 for the Ordinary Shares 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 the 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 £30,000 to the Seller by way of telegraphic transfer for same day value to the account of [ ] held at [ ] Bank plc, under account number [ ] and sort code [ ]

**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

**6. AGREEMENT SURVIVES COMPLETION**

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

**SIGNED by JOHN MICHAEL  
PARRY**

David William White

**SIGNED by [                      ] for  
and on behalf of SPV  
SHOPFITTING AND BUILDING  
LIMITED**

Director

Company number 06757189

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

SPV SHOPFITTING AND BUILDING LIMITED (**Company**)

[5/6/10 — ]2013

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution 1 below is passed as a special resolution (**Special Resolution**)

**SPECIAL RESOLUTION**

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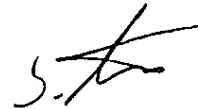
**AGREEMENT**

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

The undersigned, a person entitled to vote on the above resolutions on [5/6 2013] hereby irrevocably agrees to the Special Resolution

Signed by **STEVEN STOBBS**

Date

  
5.6.2.03

## NOTES

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**E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to

John Mayes [mayes@btinternet.co.uk] Please enter "Written resolution dated [ 5/6/2003 ]" in the e-mail subject box

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between

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David William White

Director