

Company number: 10559079

The Companies Act 2006

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Company limited by shares

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Forbes Bowman Ltd

Resolution in writing of the eligible members of the company  
passed in accordance with section 288 of the Companies Act 2006

I, the undersigned, being the required majority of eligible members of the company **resolve** as follows:

**Ordinary resolution**

That the terms of the agreement proposed to be made between Christopher Alltree and Rebecca Brookshaw (1) and the company (2) for the purchase by the company of 2 ordinary shares of £1 each in the capital of the company as set out in the draft agreement attached and marked 'A' for the purposes of identification (the "**Agreement**") be and are approved and that the company be and is authorised to enter into the Agreement.

Dated: 02/04 2023

  
\_\_\_\_\_  
Director

SATURDAY



\*AC2G80MJ\*

A08

29/04/2023

#62

COMPANIES HOUSE

Company number: 1055 9079

Forbes Bowman Ltd

Dear member

This notice explains how the attached written resolution will be passed.

**How to agree to the resolution**

The written resolution must be agreed to by members representing a simple majority of the total voting rights because it is an ordinary resolution.

If you do not agree to the written resolution, you do not need to do anything. If, however, you agree to the written resolution, you should signify your agreement by signing the enclosed copy of the written resolution and returning it to the company using one of the following methods:

- (a) by delivering the signed written resolution by hand or sending them by post to [name and address]; *M FORBES, BRYNOR, MONT DR, Dwytyfyllen.*
- (b) ~~[by faxing the signed written resolution to [number] marked "For the attention of [name]"; or~~
- (c) [by attaching a scanned copy of the signed written resolution to an email and sending it to [email address]. You should type "Written resolution dated [date]" in the email subject box.] *MJSFORBES@ICLOUD.COM*

Please note that once you have signified your agreement to the written resolution you may not later change your mind and revoke your consent.

The resolution is passed on the date that the company receives from the required majority of eligible members their agreement to the passing of the resolution.

**Time period for passing the resolution**

The written resolution will lapse if it is not passed by 10/04/2023. Your agreement to the resolution must therefore be received by the company no later than this date. If your agreement to the resolution is received after this date it will be ineffective.

Dated: 01/04/2023.

  
\_\_\_\_\_  
Director/company secretary

# Agreement

relating to the purchase by the Company of its own shares

- (1) **Mr Christopher Alltree and Ms Rebecca Brookshaw**
- (2) **Forbes Bowman Ltd**

Dated 02/04/2023

This Agreement is made the

day of

20

Between:

- (1) **Mr Christopher Alltree and Ms Rebecca Brookshaw** of [address] (the "**Vendor**"); and
- (1) **Forbes Bowman Ltd** (company number: 10559079) whose registered office is at Brynmor Mona Drive, Dwygyfylchi, Conwy, LL34 6PU (the "**Company**").

**Background:**

- (A) The Vendor is the legal and beneficial holder of the Sale Shares (as defined below).
- (B) The draft terms of this Agreement were authorised by written resolution of the Company dated 02/04 2023 to which the draft terms of this Agreement were attached. This authority has not been revoked or varied.
- (C) Pursuant to the powers and authorities conferred by:
  - (a) Part 18 of the Companies Act 2006; and
  - (b) the resolution referred to above;the Company has agreed to purchase the Sale Shares on the terms set out in this Agreement.

**It is agreed** as follows:

## **1. Definitions and interpretation**

1.1 In this Agreement, unless the context otherwise requires:

"**Agreement**" means this Agreement (including any schedule or annexure to it and any document in agreed form);

"**Completion**" means completion of this Agreement in accordance with Clause 4; and

"**Sale Shares**" means 2 ordinary shares of £1 each in the capital of the Company.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;
- (b) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (c) a reference to clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear; and
- (d) headings are for convenience only and shall not affect the interpretation of this Agreement.

## **2. Sale and purchase**

The Vendor shall sell and the Company shall purchase the Sale Shares with:

- (a) full title guarantee but free from all charges and encumbrances (whether monetary or not) and all other rights exercisable by third parties which the Vendor does not, and could not reasonably be expected to, know about; and
- (b) all rights attaching or accruing to them at Completion.

3. **Consideration**

The aggregate consideration shall be £20,000 with the purchase price of each share being £10,000.

4. **Completion**

Completion of the sale and purchase of the Sale Shares shall take place on the signing of this Agreement when:

- (a) the Vendor shall deliver to the Company the share certificates or indemnities for lost certificates in respect of the Sale Shares; and
- (b) the Company shall pay the purchase price to the Vendor by either cheque, bankers draft or telegraphic transfer to an account specified by the Vendor in accordance with the payment method specified by the Vendor.

5. **General**

- 5.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.
- 5.2 No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.
- 5.3 After Completion the Vendor shall execute such documents and take such steps as the Company may reasonably require to vest the full title to the Sale Shares in the Company and to give the Company the full benefit of this Agreement.
- 5.4
  - (a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart; and
  - (b) each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

6. **Governing law and jurisdiction**

- 6.1 This Agreement shall be governed by and construed in accordance with English Law.
- 6.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the Courts of England.

This Agreement has been signed on the date appearing at the head of page 1.

Executed as a Deed by  
Christopher Alltree  
in the presence of:

)  
)  
)



Signature of witness:

K. Palmer

Name:

KELI PALMER.

Address:

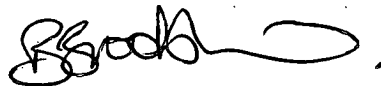
GREENACRES, WESTER ELCHIES, AB38 9SD.

Occupation:

POLICE OFFICER.

Executed as a Deed by  
Rebecca Brookshaw  
in the presence of:

)  
)  
)



Signature of witness:



Name:

Ian Palmer

Address:

Greenacres, Wester Elchies, AB38 9SD.

Occupation:

ENGINEER

Executed as a Deed  
(but not delivered  
until the date appearing  
at the head of page 1) by  
Forbes Bowman Ltd acting by:

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)  
)  
)  
)

Director

M J FORBES

Director/Secretary

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