

Circulation Date 16.09.2019

Company number 06511740

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

APPLIED NUTRITIONAL RESEARCH LTD

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution below is passed as an ordinary resolution.

### SPECIAL RESOLUTION

That the terms of the agreement, a draft of which is attached hereto, expressed to be made between the Company and Michael Forster Holmes and providing for the company's purchase of 100 ordinary shares of the company be approved and that the directors be authorised to enter into a contract on the company's behalf in the terms of the draft agreement, and to complete it within 30 days of the date of this resolution.

### 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 resolution on hereby irrevocably agrees to the Special Resolution:

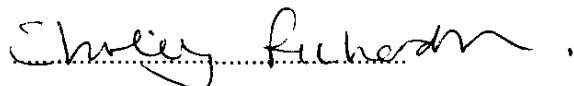
Signed by Matthew David Richardson



Date

14 October 2019

Signed by Shirley Richardson



Date

04/10/2019



## NOTES

1. 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 The Company Secretary, at the Company's registered office.
- **Post:** returning the signed copy by post to The Company Secretary at the Company's registered office.

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. Unless, within 30 days of the date of this notice sufficient agreement has been received for the resolution to pass, it will lapse. If you agree to this resolution, please ensure that 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.

**DATE**

**2019**

**PARTIES**

- (1) **Applied Nutritional Research Ltd** (company number 06511740) whose registered office is at Unit 8 Oakdale Court, Bryn Brithdir Oakdale Business Park, Blackwood, Gwent, Wales NP12 4AD ('the **Company**'); and
- (2) **Michael Forster Holmes** Holly Garth, Warlaby Lane, Ainderby Steeple, Northallerton, North Yorkshire, DL7 9JX ('the **Seller**')

**BACKGROUND**

- (A) The issued share capital of the Company is £2000 divided into 2000 fully paid ordinary shares of £1 each.
- (B) The Seller is the registered holder of 100 ordinary shares of £1 each fully paid in the capital of the Company particularised in the Schedule.
- (C) The Company, in exercise of the powers conferred by the Companies Act 2006 Sections 690 and 694, proposes to purchase the issued ordinary shares registered in the name of the Seller ('the **Relevant Shares**')
- (D) A draft of this Agreement has been approved by written special resolution of the members of the Company.

**AGREEMENT**

**1 Agreement to purchase**

The Company agrees with the Seller that it will purchase the Relevant Shares at the price of £2,500 per share ('the **Prescribed Price**').

**2 Completion**


- 2.1 Completion of the sale and purchase of the Relevant Shares shall take place at 17 Falcon Court, Preston Farm Industrial Estate, Stockton on Tees TS18 3TU on the date of this agreement ('the **Due Date**')
  - 2.2 On the Due Date:
    - 2.2.1 the Seller shall deliver to the Company the relevant share certificate or certificates relating to the Relevant Shares;
    - 2.2.2 the Company shall pay for the Relevant Shares by ensuring that the appropriate sum is transmitted electronically to the bank account of the Seller.
    - 2.2.3 the Company shall cancel the Relevant Shares.

**3 Seller Warranty**

- 3.1 The Seller warrants to the Company on the date of this agreement and immediately prior to completion of the transfer taking place under Clause 2.1 that it is the sole legal and beneficial owner of the Relevant Shares and is entitled to transfer the legal and beneficial title to the Shares to the Company free from all encumbrances, without the consent of any other person

**4 Further assurance**

- 4.1 The Sellers shall promptly execute and deliver such documents, perform such acts and do such things as the Company may require from time to time for the purpose of giving full effect to this agreement.
- 5 Assignment**
- 5.1 Neither party shall assign, transfer, mortgage, charge, declare a trust over, or deal in any other manner with any of its rights and obligations under this agreement.
- 6 Entire agreement**
- 6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7 Costs and stamp duty**
- 7.1 Each party shall pay its own costs in connection with the negotiation, preparation and execution of this agreement. All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this agreement and any instrument executed under this agreement shall be borne by the Company.
- 8 Variation and waiver**
- 8.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 8.2 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this agreement or by law is only effective if it is in writing.
- 9 Counterparts**
- 9.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10** No counterpart shall be effective until each party has executed at least one counterpart.
- 11 Governing law and jurisdiction**
- 11.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 11.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed.....

**Mathew Richardson** (Director) for and on behalf of **Applied Nutritional Research Ltd**

Signed.....

**Michael Forster Holmes**