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(Company nu  
TED  
tration No.>>)

[Minutes of a meeting of the b  
<<Company Name>>Limited  
<<Date>>at<<Time>>.  
esolutions of the sole director]of  
held at <<Location>> on

PRESENT:		POSITION
		Director
		[Director]
		[Director][Secretary]
[IN ATTENDANCE:]		
[APOLOGIES FOR ABSENCE RECEIVED FROM:]		

#### [1. CHAIR

It was resolved that <<Name  
<<Name>> took the chair of the  
s chair of the Company and

#### [2. NOTICE AND QUORUM

The chair reported that sufficient  
quorum was present. The chair  
had been duly given and that a  
was open.]

#### [3. DECLARATIONS OF INTER

##### EITHER

<<Name>> and <<Name>>dec  
business of the meeting in ac  
Companies Act 2006 and of the  
extent of their interests in the  
rements of Section 177 of the  
association as follows:

<<Specify interests>>

[It was noted that, notwithstand  
to be counted towards a quorum  
to the Articles of Association of t  
rectors concerned were entitled  
ers before the meeting pursuant

OR

Each director present at the meeting did not have any direct or indirect interest in the proposed acquisition to be considered at the meeting which they were required to disclose under the Companies Act 2006 and the Company's articles of association.

#### 4. BUSINESS[OF THE MEETING]

The [chair]OR[sole director]reported that the proposed acquisition by the Company of the share capital of <<Name of Company being Acquired>>Limited (the Acquisition) had been taking place for the

#### 5. DOCUMENTS PRODUCED TO THE SOLE DIRECTOR]

The following documents were produced to the Sole Director:

- 5.1 a share sale and purchase agreement (the Agreement);
  - 5.2 a disclosure letter to the Sole Director and any disclosure documents in relation to the terms of the Agreement;
  - 5.3 [a letter from the Company confirming that, with effect from completion, it will be a UK company for the purposes of section 790C of the Companies Act 2006];
  - 5.4 [other],
- collectively with all other documents referred to in the Agreement (the Acquisition Documents).

It was noted that the Acquisition Documents contained the following terms:

<< Insert brief details of the principal terms of the Acquisition, such as>><sup>3</sup>

- a) the consideration payable by the Buyer to the Company is payable in cash [in full at completion][payable in instalments];
- b) completion of the Acquisition is subject to the satisfaction of the following condition(s):

<sup>1</sup> Paragraphs 1 to 3 and 8 are not required if the Buyer is a UK company.

<sup>2</sup> Where a UK company is buying the entire share capital of a company, it is likely the buyer will become a UK company and will need to update its PSC register to reflect this. There is more information [here](#).

<sup>3</sup> These are examples only of terms that may be included in an Acquisition Agreement.

<<Specify condition(s)>

- c) the Seller(s) will give various information to the Company concerning the share capital, business and assets of the Company;
- d) no claim can be brought against the Company in respect of any matter fully and fairly disclosed in the Disclosure Letter;
- e) [other].

## 6. RESOLUTIONS

After consideration of the matter referred to in Article 172(1) of the Companies Act 2006, IT WAS RESOLVED THAT:

- 6.1 the Acquisition was likely to promote the interests of the Company and its members as a whole;
- 6.2 the terms and performance of the Acquisition, the execution and delivery by the Company of, the Acquisition Documents be approved;
- 6.3 the Disclosure Letter be approved and that any director be and is authorised to execute and deliver such of the Acquisition Documents on behalf of the Company;
- 6.4 the terms and performance of the Acquisition, the execution and delivery by the Company of each of the Acquisition Documents be and are hereby approved;
- 6.5 any director or the company (each of them an Authorised Signatory) be and is authorised to execute and deliver such of the Acquisition Documents under hand;
- 6.6 each Authorised Signatory be and is authorised to execute and deliver such of the Acquisition Documents as a deed;
- 6.7 each Authorised Signatory be and is authorised to agree such amendments, variations and things so as to the Acquisition Documents as they may in their discretion think fit and to do all acts and things so as to give effect to the Acquisition and the Acquisition Documents.

## 7. FILING

The chair instructed [<<Name>>] to make all necessary and appropriate entries in the books of the company and the Target and to arrange for all necessary forms to be filed.

[8. CLOSE

There was no further business  
closed.]

.....  
[Chair]**OR**[Director]

declared that the meeting was

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