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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
eting was open.]

3. [DECLARATIONS OF IN

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 sale 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 sale by the Company of the entire share capital of [the Target]to [the Buyer]had been taking place for the proposed sale by the Company of the entire share capital of [the Target]to [the Buyer]the Target to [the Buyer]the Sale).

5. DOCUMENTS PRODUCED

The following documents were produced:

- 5.1 a share sale and purchase agreement between the Company and the Buyer (the "Agreement");
- 5.2 a disclosure letter to the Buyer from the Company together with any disclosed documents and warranties to be given under the terms of the Agreement;
- 5.3 [a]stock transfer form for the shares of the Company to be executed by the Company in respect of the Sale, duly signed by the Company;
- 5.4 [a letter from the Company confirming that, with effect from completion, it will cease to be a relevant legal entity (within the meaning of section 1117 of the Companies Act 2006) in relation to the Target]²; and
- 5.5 [List any other documents produced at the meeting.]

together with all other documents relating to the Sale (the "Sale Documents").

It was noted that the Sale was binding on the Company.

<< Insert brief details of the principal terms of the Agreement >>³

- a) the consideration payable by the Buyer to the Company [in full at completion][payable in cash]
- <<Specify payment terms>>];

¹ Paragraphs 1 to 3 and 10 are not required to be included in the Agreement.

² Where a UK company is selling the entire share capital of a company, its registrable status will cease on completion. The target company will therefore be required to reflect this. There is more information [here](#).

³ These are examples only of terms that may be included in the Agreement.

- b) completion of the Sale is subject to the following condition(s):
<<Specify condition(s)>
- c) the Company will give the Buyer concerning the share capital, business and assets
- d) no claim can be brought in respect of any matter fully and fairly disclosed in the Disclosure Document
- e) [other].

6. RESOLUTIONS

After consideration of the matters referred to in section 172(1) of the Companies Act 2006, IT WAS RESOLVED THAT

- 6.1 the Sale was in the interests of the Company and likely to promote the success of the Company for the benefit of its members as a whole;
- 6.2 the terms and performance of the Sale, the execution and delivery by the Company of, the Agreements and the Documents are approved;
- 6.3 the terms and performance of the Sale, the execution and delivery by the Company of each of the Agreements and the Documents are approved;
- 6.4 any director or the Company (each of them an Authorised Signatory) is authorised to execute and deliver such of the Sale Documents as they may in their opinion be necessary or expedient to carry into effect the Sale under hand;
- 6.5 each Authorised Signatory is authorised to execute and deliver such of the Sale Documents as they may in their opinion be necessary or expedient to carry into effect the Sale as a deed; and
- 6.6 each Authorised Signatory is authorised to agree such amendments, variations or modifications to any or all of the Sale Documents as they may in their opinion be necessary or expedient to carry into effect the Sale Documents.

7. [ADJOURNMENT]

The meeting was then adjourned to the next general meeting. It was reported when the meeting resumed that the resolution[s] set out in the notice of general meeting held immediately prior to this meeting had been duly passed.]

8. APPROVAL OF THE TRANSACTION

IT WAS RESOLVED that the Tr by approved.

9. FILING

The chair instructed [the Se to make all necessary and appropriate entries in the book company and to arrange for the necessary forms and documents

10. [CLOSE

There was no further business declared that the meeting was closed.]

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

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