

# G

## COMPANIES FORM No. 169

### Return by a company purchasing its own shares

# 169

CHFP055

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Insert full name of company

Pursuant to section 169 of the Companies Act 1985

To the Registrar of Companies (address overleaf)

For official use

Company Number

227013

Name of Company

VICKERS-ARMSTRONGS LIMITED

Shares were purchased by the company under section 162 of the above Act as follows:

#### Note

This return must be delivered to the Registrar within a period of 28 days beginning with the first date on which shares to which it relates were delivered to the company

§ A private company is not required to give this information

Class of shares	ORDINARY A SHARES		
Number of shares purchased	35,000,000		
Nominal value of each share	£1		
Date(s) on which the shares were delivered to the company	27 MARCH 2002		
Maximum prices paid § for each share			
Minimum prices paid § for each share			

‡ Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

The aggregate amount paid by the company for the shares to which this return relates was:

Stamp duty is payable on the aggregate amount at the rate of ½% rounded up to the nearest multiple of £5

Signed  Designation ‡ Director

Date 27/3/02

Presentor's name address and reference (if any):

MRS D GOMA  
COMPANY SECRETARIAT (ML-10)  
ROLLS-ROYCE PLC  
MOOR LANE  
DERBY  
DE24 8BJ

For official use  
General Section

Post room



A39  
COMPANIES HOUSE

0865  
11/05/02



BLUEPRINT  
Company Secretary

## Notes

## Form 169

1. Before this form is delivered to Companies House it must be "stamped" by an Inland Revenue Stamp Office to confirm that the appropriate amount of Stamp Duty has been paid. Inland Revenue Stamp Offices are located at:

Birmingham Stamp Office  
5th Floor  
Norfolk House  
Smallbrook Queensway  
Birmingham B5 4LA

DX: 15001 Birmingham 1  
Tel: 0121 633 3313

Bristol Stamp Office  
The Pithay  
All Saints Street  
Bristol  
BS1 2NY

DX: 7899 Bristol 1  
Tel: 0117 927 2022

Manchester Stamp Office  
Alexandra House  
Parsonage  
Manchester  
M60 9BT

DX: 14430 Manchester  
Tel: 0161 476 1741

Newcastle Stamp Office  
15th Floor, Cale Cross House  
156 Pilgrim Street  
Newcastle Upon Tyne  
NE1 6TF

DX: 61021 Newcastle Upon Tyne  
Tel: 0191 261 1199

Edinburgh Stamp Office  
Mulberry House  
16 Picardy Place  
Edinburgh  
EH1 3NF

DX: ED 303 Edinburgh 1  
Tel: 0131 556 8998

London Stamp Office  
(*Personal callers only*)  
South West Wing  
Bush House  
Strand  
London WC2B 4QN

Tel: 020 7 438 7252/7452

Worthing Stamp Office  
(*Postal applications only*)  
Ground Floor  
East Block  
Barrington Road  
Worthing BN12 4SE

DX: 3799 Worthing 1  
Tel: 01903 508962

Cheques for Stamp Duty must be made payable to "Inland Revenue - Stamp Duties" and crossed "Not Transferable".

**NOTE. This form must be presented to an Inland Revenue Stamp Office for stamping together with the payment of duty within 30 days of the allotment of shares, otherwise Inland Revenue penalties may be incurred.**

2. After this form has been "stamped" and returned to you by the Inland Revenue it must be sent to:

For companies registered in:

England or Wales:

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff CF14 3UZ

DX: 33050 Cardiff

Scotland:

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh EH1 2EB

DX: 235 Edinburgh

**27 March 2002**

**VICKERS-ARMSTRONGS LIMITED**

**VICKERS SECURITIES LIMITED**

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**AGREEMENT**  
**for the repurchase of one A Ordinary Share**

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**FRESHFIELDS BRUCKHAUS DERINGER**

**THIS AGREEMENT** is made on 27 March 2002

**BETWEEN:**

**VICKERS-ARMSTRONGS LIMITED** (registered number 0227013) whose registered office is at Moor Lane, Derby, Derbyshire DE24 8BJ (the **Company**); and

**VICKERS SECURITIES LIMITED** (registered number 00254753) whose registered office is at Moor Lane, Derby, Derbyshire DE24 8BJ (the **Vendor**).

**WHEREAS:**

- (A) The Company is a private company limited by shares having an issued share capital of £52,500,000 divided into 35,000,000 A ordinary shares of £1 each (the **A Ordinary Shares**) and 17,500,000 B ordinary shares of £1 each (the **B Ordinary Shares**).
- (B) The Vendor is the holder and beneficial owner of one A Ordinary Share of £1.
- (C) The Company wishes to purchase and the Vendor wishes to sell, one A Ordinary Share of £1 (the **Sale Share**) on the terms and conditions set out below.
- (D) The Company is authorised to purchase its own shares pursuant to Article 6A of the Company's articles of association.
- (E) A copy of this agreement has been supplied to each member of the Company on or before the date on which the terms of this agreement were authorised by written resolution of the Company (the **Resolution**) in accordance with section 381A of the Companies Act 1985 (the **Act**) and paragraph 5(3) of Schedule 15A to the Act.
- (F) The Company and the Vendor intend (without imposing any obligation on the Company) that the consideration for the Sale Share be provided as to £0.50 out of the proceeds of a fresh issue of 17,500,000 B Ordinary Shares in the Company.

**IT IS AGREED** as follows:

**THE SALE AND PURCHASE**

- 1. The Vendor shall sell, and the Company shall purchase, the Sale Share together with all rights attaching thereto for the sum of £0.50.

**THE VENDOR'S WARRANTIES**

- 2. The Vendor warrants that it is the beneficial owner of the Sale Share and that the Sale Share is free from any lien, charge or encumbrance.

## COMPLETION

- 3.1 Completion of the purchase of the Sale Share shall take place on 27 March 2002.
- 3.2 Completion shall be effected by:
- (a) the Vendor delivering to the Company the share certificate representing the Sale Share (or an express indemnity in a form satisfactory to the Company in the case of any found to be missing); and
  - (b) the Company transmitting to the Vendor or as the Vendor directs in such manner as the parties shall agree the amount of the purchase price mentioned in clause 1.
- 3.3 As soon as is reasonably practicable after completion, the Company shall alter its register of members so as to show that the Sale Share has been cancelled in accordance with sections 160(4) and 162(2) of the Act.

## COSTS

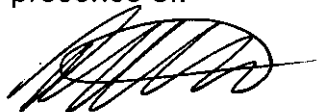
4. Each of the Company and the Vendor shall bear all professional costs and charges relating to this agreement incurred by it respectively and the Company shall also pay all stamp duties falling due in respect of the completion of the purchase of the Sale Share in accordance with this agreement.

## GENERAL

- 5.1 The headings in this agreement are for convenience only and shall not affect its construction.
- 5.2 This agreement is governed by and shall be construed in accordance with English Law.

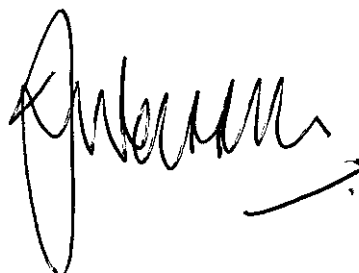
**As WITNESS** the hands of the parties or their duly authorised representatives on the date, which appears first on, page 1.

**SIGNED** by  
for and on behalf of  
**VICKERS-ARMSTRONGS LIMITED**  
in the presence of:



A. WRATE  
21 SNELSMOOR LANE  
CHELLASTON  
DERBY

)  
)  
)  
)

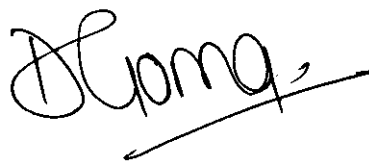


SIGNED by  
for and on behalf of  
**VICKERS SECURITIES LIMITED**  
in the presence of:



A. WRATE

21 SNEELSMOOR LANE  
CHELLASTON  
DERBY

)  
)  
)  
)  
)  


**27 March 2002**

**VICKERS-ARMSTRONGS LIMITED**

**VICKERS ENGINEERING PLC**

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**AGREEMENT**  
**for the repurchase of 34,999,999 A Ordinary**  
**Shares**

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**FRESHFIELDS BRUCKHAUS DERINGER**

**THIS AGREEMENT** is made on 27 March 2002

**BETWEEN:**

**VICKERS-ARMSTRONGS LIMITED** (registered number 0227013) whose registered office is at Moor Lane, Derby, Derbyshire DE24 8BJ (the **Company**); and

**VICKERS ENGINEERING PLC** (registered number 00003543) whose registered office is at Moor Lane, Derby, Derbyshire DE24 8BJ (the **Vendor**).

**WHEREAS:**

- (A) The Company is a private company limited by shares having an issued share capital of £52,500,000 divided into 35,000,000 A ordinary shares of £1 each (the **A Ordinary Shares**) and 17,500,000 B ordinary shares of £1 each (the **B Ordinary Shares**).
- (B) The Vendor is the holder and beneficial owner of 34,999,999 A Ordinary Shares of £1 each.
- (C) The Company wishes to purchase, and the Vendor wishes to sell, 34,999,999 A Ordinary Shares of £1 (the **Sale Shares**) on the terms and conditions set out below.
- (D) The Company is authorised to purchase its own shares pursuant to Article 6A of the Company's articles of association.
- (E) A copy of this agreement has been supplied to each member of the Company on or before the date on which the terms of this agreement were authorised by written resolution of the Company (the **Resolution**) in accordance with section 381A of the Companies Act 1985 (the **Act**) and paragraph 5(3) of Schedule 15A to the Act.
- (F) The Company and the Vendor intend (without imposing any obligation on the Company) that the consideration for the Sale Shares be provided as to £17,499,999.50 out of the proceeds of a fresh issue of 17,500,000 B Ordinary Shares in the Company.

**IT IS AGREED** as follows:

**THE SALE AND PURCHASE**

1. The Vendor shall sell, and the Company shall purchase, the Sale Shares together with all rights attaching thereto for the sum of £17,499,999.50.



## THE VENDOR'S WARRANTIES

2. The Vendor warrants that it is the beneficial owner of the Sale Shares and that the Sale Shares are free from any lien, charge or encumbrance.

## COMPLETION

- 3.1 Completion of the purchase of the Sale Shares shall take place on 27 March 2002.
- 3.2 Completion shall be effected by:
- (a) the Vendor delivering to the Company the share certificate(s) representing the Sale Shares (or an express indemnity in a form satisfactory to the Company in the case of any found to be missing); and
  - (b) the Company transmitting to the Vendor or as the Vendor directs in such manner as the parties shall agree the amount of the purchase price mentioned in clause 1.
- 3.3 As soon as is reasonably practicable after completion, the Company shall alter its register of members so as to show that the Sale Shares have been cancelled in accordance with sections 160(4) and 162(2) of the Act.

## COSTS

4. Each of the Company and the Vendor shall bear all professional costs and charges relating to this agreement incurred by it respectively and the Company shall also pay all stamp duties falling due in respect of the completion of the purchase of the Sale Shares in accordance with this agreement.

## GENERAL

- 5.1 The headings in this agreement are for convenience only and shall not affect its construction.
- 5.2 This agreement is governed by and shall be construed in accordance with English Law.

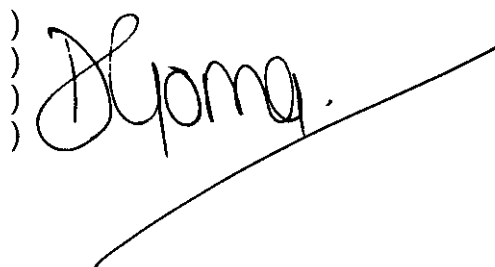
**AS WITNESS** the hands of the parties or their duly authorised representatives on the date which appears first on page 1.

**SIGNED** by  
for and on behalf of  
**VICKERS-ARMSTRONGS LIMITED**  
in the presence of:



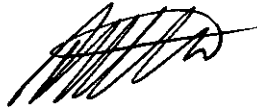
A. WRATE  
21 SNELSMOOR LANE  
CHELLASTON  
DERBY

(074690-0682)



SIGNED by  
for and on behalf of  
**VICKERS ENGINEERING PLC**  
in the presence of:

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)  
)  
)

A handwritten signature in black ink, consisting of a stylized 'D' followed by a long horizontal line and a small 'e' at the end.A handwritten signature in black ink, consisting of a stylized 'D' followed by a long horizontal line and a small 'e' at the end.

21 SNEZMOOR LANE  
CHELLASTON  
DERBY