

Company No 1522147

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY
SHARES

COPY WRITTEN SPECIAL RESOLUTION

of

STEVENS INTERNATIONAL LIMITED

In accordance with the Company's Articles of Association and Section 381A of and Schedule 15A to the Companies Act 1985, we the undersigned, being or representing all the members of the Company for the time being entitled to receive notice of and attend and vote at a general meeting of the Company HEREBY RESOLVE as follows:-

RESOLUTION

That the terms of the Agreement ("The Agreement") proposed to be made between the Company and Roger Stevens for the purchase back by the Company of 58 ordinary shares of £1.00 each in the capital of the Company upon the terms (at the price of £651,399.36) set out in the attached copy of the proposed Agreements be and are hereby approved.

M.C.S.
AR

Date *23rd* September 2005

NAME OF
SHARE HOLDER

P. Fenn
M. Sharpe
A. Stevens

SIGNATURE

[Signature of M. Sharpe]
.....
[Signature of A. Stevens]
.....



SHARE SALE AGREEMENT

M.C.S.

AA

Date: 2005

Parties:

(1) **ROGER STEVENS** of Downham Barn, Norwich Common, Wymondham, Norfolk,
NR18 0SN ("the Vendor")

and

(2) **STEVENS INTERNATIONAL LIMITED** Company Number 01522147 the
registered office of which is situate at Bradgate House, 13 Unthank Road, Norwich,
Norfolk, NR2 2PA ("the Purchaser")

Operative Provisions:

1. Interpretation

1.1 In this Agreement the following words and expressions have the following meanings:-

"Company" means the company more particularly described in
Schedule 1

"Encumbrance(s)" includes any interest or equity of any person (including
any right to acquire, option or right of pre-emption) or
any mortgage, charge, pledge, lien, assignment,
debenture, fixed or floating charges, security interest
(including any created by law), title retention or other
security agreement or arrangement

"the Vendor's Shares" means the Shares set out in Schedule 2 of this
Agreement

- 1.2 All references in this Agreement to a statutory provision shall be construed as including references to:
- 1.2.1 any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force
 - 1.2.2 all statutory instruments or orders made pursuant to a statutory provision and
 - 1.2.3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification
- 1.3 Any reference in this Agreement to the "Vendor" includes his respective personal representatives
- 1.4 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision

2. Agreement for Sale

Subject to the terms and conditions of this Agreement the Vendor will sell as beneficial owner and with full title guarantee and the Purchaser will purchase the Vendor's Shares free from all Encumbrances and with all rights attaching to them with the effect from the date of this Agreement

3. Purchase Consideration

The Purchase consideration for the Vendor's Shares shall be the sum of £651,399.36


("the Purchaser Consideration")

H.C.L.
AA

4. Completion

- 4.1 Completion of the purchase of the Vendor's Shares will be at Bradgate House, 13 Unthank Road, Norwich, Norfolk, NR2 2PA immediately after the signing of this Agreement
- 4.2 The Vendor shall deliver to the Purchaser (if required) a duly completed and signed transfer in favour of the Purchaser or as it may direct of the Vendor's Shares together with the relevant share certificates or a deed of indemnity in form required by the Purchaser if the share certificates have been lost
- 4.3 The Vendor shall deliver to the Company a power of attorney executed by him in agreed form
- 4.4 A board meeting of the Company shall be held at which the Company shall approve the purchase and cancellation of the Vendor's Shares on completion of this Agreement and (subject to stamping) registration in the statutory books of the Company
- 4.5 The Vendor shall provide the Purchaser with a waiver signed by the remaining shareholders in respect of the transfer of the Vendor's Shares to the Company

5. Purchasers Obligations

Upon completion of the matters referred to in clause 4 the Purchaser shall pay to the Vendor the sum of £651,399.36 M.C.B.
for the Vendor's Shares 

6. Vendor's obligations

The Vendor shall be entirely responsible for reporting the above transaction on his self-assessment return and meeting any tax liabilities which may arise thereon

7. Warranties by the Vendor

- 7.1 The Vendor warrants to the Purchaser that the Warranties set out in Schedule 3 are true and accurate in all respects
- 7.2 Each of the Warranties is without prejudice to any other warranty or undertaking and, except where expressly stated, no clause contained in this Agreement governs or limits the extent or application of any other clause

8. Restrictive Agreement

- 8.1 For the purpose of assuring to the Purchaser for the benefit of its business and goodwill the Vendor undertakes by way of further consideration for the obligations of the Purchaser under this Agreement as separate and independent agreements that he will not:
 - 8.1.1 At any time after completion disclose to any person or himself use for any purpose (and shall use his best endeavours to prevent the publication or disclosure of) any information concerning the Company or its business accounts or finances or those of the customers of the Company which may or may have come to his knowledge
 - 8.1.2 For a period of 24 months following the date hereof either on his own account or for any other person or company directly or indirectly solicit, interfere with or endeavour to entice away from the Company any person who to his knowledge is now or has during the 36 months preceding the date of this agreement been a client customer employee or supplier or, or in the habit of dealing with, the Company
 - 8.1.3 For a period of 24 months from the date hereof without the Purchaser's prior written consent either alone or jointly with or as manager, agent for or employee

of any person or company directly or indirectly carry on or be engaged or concerned or interested in a business which competes with the Company currently carried on by the Company within the United Kingdom

8.1.4 knowingly do or omit to do anything which is likely to damage the goodwill or reputation of the Company or which may lead any person to cease to do business with the Company or lead any person not to engage in business with the Company or in relation to the Company

8.1.5 use or procure or (so far as he is able) permit the use of any name or names identical to or similar to or including the words Stevens International or Haas Automation or any other trade names used by the Company or any derivation or imitation thereof in connection with any business which is competitive with the Company

8.2 Each of the restrictions contained in clauses 8.1 shall constitute an entirely separate and independent restriction

8.3 The Vendor hereby acknowledges that the restrictions contained in clause 8.1 are reasonable and necessary to assure to the Purchaser the full value and benefit of the Vendor's Shares and to secure its confidential information but in the event that any such restriction shall be found to be void or unenforceable but would be valid and effective if some part or parts thereof were deleted or the period or area of application or the range of activities reduced such restriction shall apply with such modification as may be necessary to make it valid and effective and enforceable.

9. Further Assurance

Upon and at any time after Completion the Vendor shall at the request and cost of the Purchaser do and execute or procure to be done and executed all such acts, deeds, documents and things as may be necessary to vest the title to the Vendor's Shares in the Purchaser

10. Announcements

No announcement, communication or circular in connection with the subject matter of this Agreement shall be made by or on behalf of either of the parties without the prior approval of the other party (such approval not to be unreasonably withheld or delayed) provided that no such announcement shall state the amount of the purchase consideration or contain any information from which that amount may be deduced

11. Costs

Each of the parties shall bear and pay its or his own legal, accountancy and other fees and expenses of and incidental to the preparation and implementation of this Agreement and all other documents in the agreed form referred to herein

12. Communications

12.1 All communications between the parties with respect to this Agreement shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or to such other address as the addressee may from time to time have notified for the purpose of this clause

12.2 Communications addressed to the Purchaser shall be marked for the personal attention of Andrew Stevens

12.3 In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly addressed and posted pre-paid in accordance with this clause

13. Counterparts

This Agreement may be executed in any number of counterparts each of which is an original and which together have the same effect as if each party had signed the same document

SCHEDULE 1

Details of the Company

Company Name:	Stevens International Limited
Company number:	01522147
Date of Incorporation:	14 th October 1980
Authorised Shares:	50,000 ordinary shares of one pound each
Issued Shares:	63 ordinary shares of one pound each to Patrick Harry John Fenn 1 ordinary share of one pound each to Melvyn Sharpe 78 ordinary shares of one pound each to Andrew Paul Stevens 58 ordinary shares of one pound each to Roger Stevens
Registered office:	Bradgate House, 13 Unthank Road, Norwich, Norfolk, NR2 2PA
Directors:	Andrew Paul Stevens, Patrick Harry John Fenn and Andrew Ward
Secretary:	Bridget Dawn Stevens

SCHEDULE 2

Vendor's holding and consideration

Vendor's Name	Holding of Shares	Nominal Value
Roger Stevens	58	One Pound Ordinary Shares

SCHEDULE 3

The Warranties

- (a) (i) The Vendor's Shares comprise all of the issued shares of the Vendor in the Company
- (ii) All of the Vendor's Shares are fully paid or properly credited as fully-paid and:
- (iii) The Vendor is the sole legal and beneficial owner of Vendor's Shares
- (iv) None of the Vendor's Shares are subject to any Encumbrance or have been deposited with any third parties as security for any loans or for any other reason
- (v) the details of the Company as specified in Schedule 1 are correct
- (b) The Vendor will transfer the legal and beneficial interest in the Vendor's Shares free from all Encumbrances of any nature whatsoever
- (c) The Vendor is not involved in any litigation with respect to the Vendor's Shares
- (d) All stamp duty has been properly paid in respect of the Vendor's Shares
- (e) The Vendor has not entered into any agreement which affects the Vendor's Shares or his rights in respect thereof

SIGNED and delivered as a Deed)
by **ROGER STEVENS**)
in the presence of:)

SIGNED and delivered as a Deed)
by the **STEVENS INTERNATIONAL**)
LIMITED acting by:)

Director

Director/Secretary