

Company number 01989764

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

AS PECK ENGINEERING LIMITED

31 May 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution.

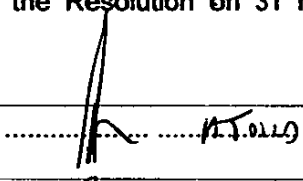
SPECIAL RESOLUTION

That the Company be and is hereby authorised pursuant to section 690 of the Companies Act 2006 and the Company's Articles of Association to purchase its own shares in accordance with a proposed contract to purchase in the form attached to the resolution and initialled by the signatories for the purpose of identification to be made between (1) the Company and (2) A S Peck in respect of the sale to and the purchase by the Company of 2917 ordinary shares of one pound each in the capital of the Company for the sum of £20000 to be paid out of the distributable profits of the Company, which contract is hereby approved and that any one director for the time being is hereby authorised to enter into the contract on behalf of the Company and to fulfil all obligations of the Company thereunder.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, a person entitled to vote on the Resolution on 31 May 2011 hereby irrevocably agrees to the Resolution:

Signed by MARK JONES	
Date	31 May 2011

MONDAY



A15 13/06/2011 68  
COMPANIES HOUSE

## NOTES

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version by post to 33 Rue de la Rhode 11500 Quillan France marked for the attention of J T Mackie

You may not return the Resolution to the Company by any other method.

If you do not agree to the 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 Resolution, you may not revoke your agreement.

3 Unless, by 28 June 2011, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or on this date.

**(1) AS Peck Engineering Limited**

**(2) AS Peck**

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**OWN SHARE PURCHASE AGREEMENT**

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THIS SALE AND PURCHASE AGREEMENT (this "Agreement") is made on the << Insert Date >> 17 Jun 2011

BETWEEN

- 1 AS Peck Engineering Limited, a company incorporated under the laws of England and Wales with registration number 01989764 and its registered office at 116 Whitby Road RUISLIP HA4 9DR (the "Purchaser"),
- 2 The persons or corporations whose names are set out in the first column of Schedule 1 (each a "Vendor" and together the "Vendors")

WHEREAS

- A The Vendors hold 3333 ordinary shares of One pound each in the Purchaser
- B The Purchaser desires to purchase from the Vendors and the Vendors wish to sell to the Purchaser 2917 ordinary shares of one pound each in the Purchaser (the "Sale Shares")

IT IS AGREED AS FOLLOWS

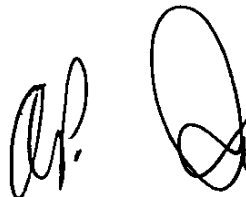
## 1 DEFINITIONS

1.1 The following terms, as used herein, have the following meanings

"Completion"	shall have the meaning provided in Clause 2.2,
"Completion Date"	shall have the meaning provided in Clause 2.2,
"Encumbrance"	means and includes any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien or assignment or any other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property,
"Purchase Price"	means the aggregate of the prices paid for the Sale Shares in the third column of Schedule 1, and
"Sale Shares"	has the meaning set out in Recital B

1.2 In this Agreement

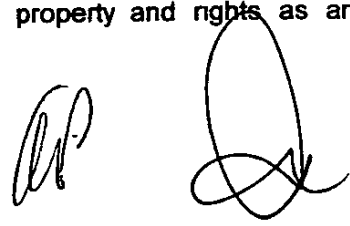
- 1.2.1 the headings are inserted for convenience only and shall not affect the construction of this Agreement,
- 1.2.2 references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other statutory provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification),



- 1.2.3 unless the context requires otherwise, words incorporating the singular shall include the plural and vice versa and words importing a gender shall include the other gender; and
- 1.2.4 references herein to Clauses, Recitals and Schedules are to clauses and recitals of and schedules to this Agreement.
- 1.3 All Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and Schedules

## 2 SALE AND PURCHASE OF SALE SHARES

- 2.1 Subject to the terms and conditions set out in this Agreement, the Purchaser (relying on the representations, warranties, undertakings and agreements hereinafter referred to) agrees with the Vendors to purchase at Completion, and the Vendors agree to sell and cause to be sold to the Purchaser at Completion, all rights, title and interests in the Sale Shares free from all Encumbrances together with all rights of any nature whatsoever now or hereafter attaching or accruing to them including all rights to any dividends or other distribution declared paid or made in respect of them after the Completion Date
- 2.2 The purchase and sale of the Sale Shares ("Completion") shall take place on the day following the date when the special resolution of the shareholders of the Purchaser approving the terms of this Agreement is passed. The date and time of the Completion are herein referred to as the "Completion Date"
- 2.3 Upon Completion the Vendors shall deliver to the Purchaser the following documents in respect of the Sale Shares
- 2.3.1 duly completed and executed stock transfer forms in respect of the Sale Shares by the registered holders thereof in favour of the Purchaser together with the share certificates representing the Sale Shares,
- 2.3.2 all powers of attorney or other authorities under which the transfers of the Sale Shares have been executed;
- 2.3.3 such waivers or consents as the Purchaser may require enabling the Purchaser to be registered as the holders of the Sale Shares,
- 2.3.4 such other documents as may be required to give to the Purchaser good title to the Sale Shares and to enable the Purchaser or its nominees to become the registered holders thereof,
- 2.3.5 written confirmation that the Vendors are not aware of any matter or thing which is in breach of or inconsistent with any of the representations, warranties and undertakings herein contained; and
- 2.3.6 such other papers and documents as the Purchaser may reasonably require
- 2.4 Against performance of the matters set out in Clause 2.3, the Purchaser shall pay to the Vendors the Purchase Price.
- 2.5 The Vendors hereby irrevocably undertake to the Purchaser to procure at their own expense the due execution of all such further documents as are necessary to vest in the Purchaser all such property and rights as are



intended to be vested in the Purchaser by or pursuant to this Agreement

### **3 REPRESENTATIONS AND WARRANTIES OF THE VENDORS**

The Vendor(s) hereby represent and warrant on a joint and several basis to the Purchaser that each of the following statements is true

- 3 1 The Vendor(s) is a person or a legal entity duly organised and validly existing under the laws of its jurisdiction of incorporation
- 3 2 The Vendor(s) has taken all corporate or other action required to authorise, and has duly authorised, the execution, delivery and performance of this Agreement and upon due execution and delivery the same will constitute its legal, valid and binding obligations enforceable in accordance with its terms
- 3 3 The Vendor(s) has full power and authority to make the covenants and representations referred to herein and to sell the Sale Shares and to execute, deliver and perform this Agreement
- 3 4 Neither the execution and delivery of this Agreement nor the performance by it of its obligations under this Agreement will (i) conflict with or result in any breach of its Constitutional Documents, (ii) conflict with, result in a breach or default of, or give rise to any right of termination, cancellation or acceleration or result in the creation of any lien, charge, encumbrance, or restriction upon any of the properties or assets of it or its shares under, any law, statute, rule, regulation, judgment, decree, order, government permit, license or order or any mortgage, indenture, note, license, trust, agreement or other agreement, instrument or obligation to which it is a party
- 3 5 Each Vendor has good and valid title to the Sale Shares set forth opposite his or its name on Schedule I, free and clear of any lien, charge, encumbrance, security interest, voting agreement, voting trust, voting or transfer restriction, right of first refusal, proxy, claim or right of others of whatever nature (a "Lien"), and at closing of any sale of such Sale Shares by a Vendor such Vendor will deliver to the Purchaser good and valid title to all of the Sale Shares beneficially owned by such Vendor as set forth on Schedule I hereto, free and clear of any Liens. No person or entity other than such Vendor has any power or right, whether or not shared with any other person or entity, to dispose of or direct the disposition of any of the Sale Shares or to vote or direct the voting of any of the Sale Shares held by such Vendor as set forth on Schedule I hereto
- 3 6 The foregoing representations and warranties are made by the Vendors with the knowledge and expectation that the Purchaser is placing reliance thereon

### **4 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby represents and warrants to the Vendors that each of the following statements is true

- 4 1 It is a legal entity duly organised and validly existing under the laws of its jurisdiction of incorporation
- 4 2 It has taken all corporate or other action required to authorise, and has duly authorised, the execution, delivery and performance of this Agreement and



upon due execution and delivery the same will constitute its legal, valid and binding obligations enforceable in accordance with its terms.

- 4 3 It has full power and authority to make the warranties and representations referred to herein and to purchase the Sale Shares and to execute, deliver and perform this Agreement
- 4 4 The share capital of the Purchaser before Completion is as set out in Schedule II and the share capital of the Purchaser immediately after Completion will be as set out in Schedule III

## 5 MISCELLANEOUS

- 5 1 The representations and warranties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and Completion and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Purchaser
- 5 2 Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any Purchaser Shares sold hereunder) Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement
- 5 3 This Agreement shall be governed by and construed in accordance with the laws of England and Wales
- 5 4 The courts of England shall have exclusive jurisdiction to determine any matters arising out of or in connection with this agreement (including any non-contractual matters)
- 5 5 Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon postal service delivery, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address or fax number set out below or to such other address or fax number as such party may designate by ten days' advance written notice to the other parties
- 5 6 Each of the parties hereto shall be responsible for its own costs and expenses incurred in the preparation, negotiation and execution of this Agreement
- 5 7 Each party to this Agreement shall pay its own share of stamp duty in relation to the sale and purchase of the Sale Shares and the Vendors hereby authorise the Purchaser to deduct from the Purchase Price the Vendors' share of stamp duty
- 5 8 If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms



6 **NOTICE DETAILS**

The address details of the parties are as follows

Purchaser

**Address:** 116 Whitby Road RUISLIP HA4 9DR

Vendor(s)

**Address** Blandine 19380 ST BONNET ELVERT France

AS WITNESS the parties have executed this Agreement as of the date first above written

THE VENDOR(S)

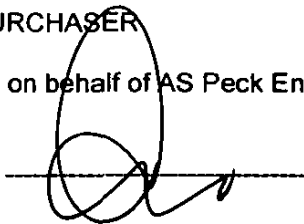
SIGNED by  
AS Peck



THE PURCHASER

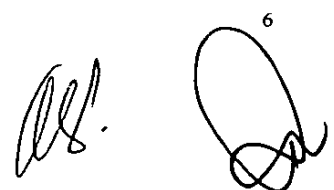
For and on behalf of AS Peck Engineering Limited

By



Name JOHN TAYLOR MACKIE

Title Director





**SCHEDULE I**

**LIST OF VENDORS, NUMBER OF SALE SHARES AND PURCHASE PRICE**

NAME OF VENDOR(S)	NO. OF SALE SHARES	PURCHASE PRICE
AS Peck	2917	£20000

SCHEDULE II

SHARE CAPITAL OF THE PURCHASER BEFORE COMPLETION


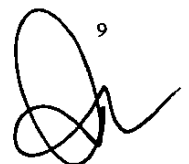
Ordinary  
Shareholders  
Shares

Shareholder Name

3333  
1667

AS Peck  
M Jones

TOTAL 5000

  9

SCHEDULE III

SHARE CAPITAL OF THE PURCHASER IMMEDIATELY AFTER COMPLETION

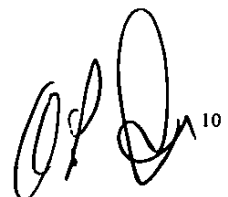
Ordinary  
Shareholders  
Shares

Shareholder Name

416  
1667

AS Peck  
M Jones

TOTAL 2083

A handwritten signature in black ink, appearing to be 'AS Peck' followed by a flourish, with a small '10' at the end.