

Company number 03834133

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

✓  
**SCREEN SERVICES (NE) LIMITED (the "Company")**

19 March 2012



Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that

- resolution 1 below is passed as a special resolution (the **"Special Resolution"**)

**SPECIAL RESOLUTION (75% majority required)**

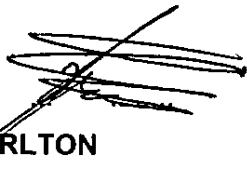
- 1 That the terms of the proposed contract whereby the Company will become entitled and obliged to purchase from Henry Charlton 50 ordinary shares of £1 each in the capital of the Company, a copy of which is attached, be and are hereby approved and the Company is authorised to enter into the contract 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 Special Resolution

The undersigned, a person entitled to vote on the above resolution on 19 March 2012, hereby irrevocably agrees to the Special Resolution

Signed by

A handwritten signature in black ink, appearing to be 'Jason Charlton', written over the printed name.

**JASON CHARLTON**

Date 19 March 2012

## NOTES

1 If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to the Company Secretary at the registered office of the Company
- **Post** returning the signed copy by post to the Company Secretary at the registered office of the Company

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 The resolution will lapse 28 days after the date of this notice and a signature after that date will be ineffective If you agree to the resolution, please ensure that your agreement reaches us on or before this date

4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

**DATED**

**2012**

**HENRY CHARLTON (1)**

**and**

**SCREEN SERVICES (NE) LIMITED (2)**

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**Deed of Agreement  
for an off market purchase of  
£1 ordinary shares in the capital of  
the Company out of distributable profits**

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**hay&  
kilner**

**Merchant House, 30 Cloth Market, Newcastle upon Tyne NE1 1EE  
tel 0191 2328345 fax 0191 2210514  
[www.hay-kilner.co.uk](http://www.hay-kilner.co.uk)  
ref MA/01S5967/1**

**THIS AGREEMENT IS MADE ON**

**2012**

**BETWEEN:**

- (1) **HENRY CHARLTON** of 2 Birch Avenue, Heworth, Gateshead, Tyne & Wear NE10 8UX (the **"Vendor"**), and
- (2) **SCREEN SERVICES (NE) LIMITED** (registered in England under company number 03834133) whose registered office is at Cartmell Business Centre, Shields Road, Pelaw, Gateshead, Tyne & Wear NE10 0QD (the **"Company"**)

**Recitals.**

- A** The Vendor is the registered holder of 50 Ordinary Shares
- B** The Company desires to purchase and the Vendor desires to sell the Sale Shares (hereinafter defined) on the terms hereinafter appearing

**IT IS HEREBY AGREED:**

**1 Definitions and Interpretation**

1.1 In this agreement

|                       |   |
|-----------------------|---|
| <b>"Articles"</b>     | means the articles of association of the Company (as amended from time to time)   |
| <b>"Business Day"</b> | means a day (other than a Saturday or Sunday) on which banks are open for ordinary banking business in the City of London |
| <b>"Completion"</b>   | means completion in accordance with clause 3.1 of this agreement  |

|                          |   |
|--------------------------|---|
| <b>"Completion Date"</b> | means the date of this agreement  |
| <b>"Encumbrance"</b>     | means any mortgage, charge, pledge, lien, assignment, hypothecation, security, option, restriction, equity, right to acquire, right of pre-emption, third party right or interest, other encumbrance or security interest, agreement or arrangement of any kind or any other type of preferential arrangement (including, without limitation, a title transfer and retention arrangement) having similar effect |
| <b>"Ordinary Share"</b>  | means an ordinary share of £1 in the capital of the Company having the rights set out in the Articles   |
| <b>"Payment"</b>         | means the payment of the Purchase Price made by the Company in consideration of the Vendor selling the Sale Shares  |
| <b>"Purchase Price"</b>  | means the sum of £300,000 in consideration of the Vendor selling the Sale Shares  |
| <b>"Sale Shares"</b>     | means 50 Ordinary Shares which are owned by the Vendor and which are to be bought and sold pursuant to clause 2 of this agreement   |

- 1 2 References in this agreement to any statutory provision shall include reference to any statutory modification or re-enactment thereof for the time being in force and any statutory instrument or order made pursuant thereto
- 1 3 Where the context permits the singular shall include the plural and vice versa and the masculine shall include the feminine

1 4 The headings of clauses in this agreement are for convenience of reference only and shall be disregarded in the interpretation of this agreement

1 5 This agreement shall be construed and interpreted in all respects in accordance with the Law of England and to the exclusive jurisdiction of which the parties hereto agree to submit

1 6 References to any document being in "agreed terms" or in "agreed form" are to that document in the form signed or initialled by or on behalf of the parties for identification

1 7 Reference to any party to this agreement comprising more than one person includes each person constituting that party

## 2 **Sale of Shares**

Subject to the terms of this agreement, the Vendor shall sell with full title guarantee and the Company shall purchase for the aggregate sum of £300,000, free from all Encumbrances and together with all benefits and rights now or hereafter attaching thereto, the Sale Shares

## 3 **Completion**

3 1 Completion of the purchase of the Sale Shares shall take place immediately after exchange of this agreement on the Completion Date

3 2 On Completion, the Vendor shall deliver to the Company the share certificate(s) in respect of the Sale Shares held by him or an indemnity in the agreed form for any lost certificate(s),

3 3 Subject to and on completion of the matters referred to in clause 3 2, the Company shall transfer by telegraphic transfer the amount of the Payment to the following account of the Vendor (receipt into which account shall be an absolute discharge)

Bank

Branch

Sort Code

Account Number

Account Name H Charlton

4 **Vendor's Undertakings**

With effect from the signing of this agreement the Vendor shall, for so long as he remains the holder of any Sale Shares, hold them as a bare trustee for the Company

5 **Waiver of Claims**

5 1 Notwithstanding anything else contained in this agreement, the Vendor hereby agrees with, acknowledges and confirms to the Company that all and any claims whatsoever on any account (whether actual or contingent and whether in relation to the affairs of the Company or any of them being or having been conducted in an unfairly prejudicial manner or otherwise) which the Vendor may otherwise have against the Company shall be fully and finally waived and discharged with effect from completion of the sale and purchase of the Sale Shares as provided in clause 3

5 2 The Vendor agrees to indemnify the Company and undertakes to keep the Company at all times fully and effectively indemnified from and against all liabilities (including, but not limited to costs, expenses, fines, penalties, interest, compensation, tribunal awards, losses and damages) arising out of or in connection with any employment related claim from the Vendor

6 **Vendor's Warranties**

The Vendor warrants to the Company in the terms of the warranties as set out below and acknowledges that the Company is entering into this agreement in reliance on the warranties

6 1 the Sale Shares will at completion of this agreement be fully paid and credited as fully paid and the Vendor is the absolute legal and beneficial owner of the Sale Shares which are free from all charges, liens, encumbrances and equities whatsoever,

6 2 he will have full power and authority to enter into and perform this agreement in accordance with its terms (and all other documents to be executed by him pursuant to this agreement) which constitute or when





executed will constitute binding obligations on him in accordance with their respective terms,

6 3 the Sale Shares will at the Completion Date constitute all the shares held by him in the capital of the Company,

6 4 he is entitled to sell and transfer to the Company the full legal and beneficial ownership of the Sale Shares free from all and any Encumbrance and with full title guarantee on the terms of this agreement without the consent of any third party, and

6 5 he has no right to subscribe for, nor any rights to acquire any interest in, any shares in the capital of the Company (whether contingent or otherwise)

## 7 **Entire Agreement**

This agreement represents the entire agreement between the parties to it

## 8 **Counterparts**

This agreement may be executed in any number of counterparts all of which when taken together shall constitute one instrument

## 9 **Miscellaneous**

9 1 Notwithstanding Completion, the provisions of this agreement shall continue in full force and effect insofar as they remain to be performed after Completion

9 2 The Vendor agrees that, on being requested in writing by the Company to do so, he shall, at the Company's expense, immediately execute and sign all such deeds and documents and do all such things as may be reasonably necessary in order to give effect to the terms of this agreement

9 3 The rights, powers, privileges and remedies provided in this agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise

- 9 4 No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this agreement shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part
- 9 5 No single or partial exercise of any right, power, privilege or remedy under this agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy
- 9 6 If any provision of this agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this agreement in any other jurisdiction shall not be affected
- 9 7 Each party shall bear its own costs arising out of or in connection with the preparation, negotiation and implementation of this agreement
- 9 8 This agreement shall be binding upon and enure for the benefit of each party's personal representatives and successors in title
- 9 9 No variations of this agreement or any of the documents in the agreed form shall be valid unless in writing and signed by or on behalf of each of the parties hereto
- 9 10 Any notice to be given under this agreement shall either be delivered personally or sent by recorded delivery mail. The address for service of each party shall be the address stated above or any other address for service previously notified in writing to the other parties. A notice shall be deemed to have been served as follows
- 9 10 1 if personally delivered, at the time of delivery, and
- 9 10 2 if posted, at the expiration of two Business Days after the envelope containing the same was delivered into the custody of the postal authorities
- 9 11 In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authorities



- 9 12 All notices shall be in writing
- 9 13 Save as expressly provided in this agreement, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act
- 9 14 Notwithstanding that any term of this agreement may be or become enforceable by a person who is not a party to it, the terms of this agreement (and any documents entered into pursuant to or in connection with it) may be varied, amended, or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case) without the consent of any such third party
- 9 15 Except as expressly provided otherwise in this agreement, no party may assign any of its rights under this agreement
- 9 16 Subject to sub-clause 9 17, the Vendor shall not make any announcement, whether to the public, to the customers or suppliers of the Company, or to all or any of the employees of the Company concerning the subject matter of this agreement without the prior written approval of the Company
- 9 17 Sub-clause 9 16 shall not apply if and to the extent that such announcement is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over it (including, without limitation, the London Stock Exchange) and provided that any such announcement shall be made only after consultation with the Company

Executed as a Deed the day and year first before written

Executed and delivered as a Deed by )

**HENRY CHARLTON** )

in the presence of )

*signature of witness*

*full name*

*address*

*occupation*

Executed and delivered as a Deed by

**SCREEN SERVICES (NE) LIMITED**

acting by

Director

in the presence of

*signature of witness*

*full name*

*address*

*occupation*

