

Company No. 0711612

**THE COMPANIES ACT 2006**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**WRITTEN RESOLUTION**

of

**A C BACON ENGINEERING LIMITED**

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(Passed on *23 September* 2010)

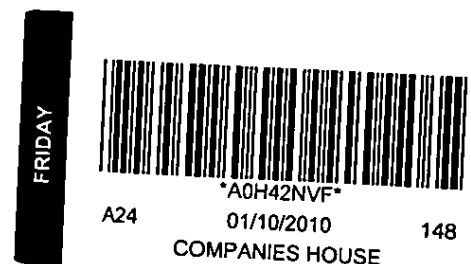
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The following resolution was duly passed pursuant to Chapter 2 of Part 13 of the Companies Act 2006 on *23 September* 2010 by members of the Company representing the required majority of total voting rights of eligible members as a special resolution

**SPECIAL RESOLUTION**

**THAT**, in accordance with section 694 of the Companies Act 2006, the terms of an agreement between Paul Jonathan Bacon (1) and the Company (2) for the purchase by the Company of 850 Ordinary Shares of £1 each in the capital of the Company (a final draft of which is annexed to this resolution and for the purpose of identification initialled by the sole director) be approved and that the Company be authorised to enter into such agreement

  
Director



**DATED**

**2010**

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**PAUL JONATHAN BACON (1)**

**and**

**A C BACON ENGINEERING LIMITED (2)**

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**AGREEMENT**

**for the purchase by Bacon  
Engineering Limited of 850 ordinary  
shares of £1 each**

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**MILLS & REEVE**

THIS AGREEMENT is made on

2010

**BETWEEN:**

- (1) **PAUL JONATHAN BACON** of Rowan Lodge, The Street, Rockland All Saints, Attleborough, Norfolk NR17 1UX ("**the Seller**"), and
- (2) **A C BACON ENGINEERING LIMITED** (company number 00711612) whose registered office is at 3 Hardman Street, Manchester M3 3HF ("**the Company**")

**WHEREAS:**

- (A) The Seller is the registered holder and the beneficial owner of the Sale Shares
- (B) The Seller is willing to sell the Sale Shares (as defined below) to the Company, and the Company is willing to purchase them, on the terms of this Agreement
- (C) The terms of this Agreement have been approved by a written special resolution (the text of which is set out in The Schedule) of the eligible members of the Company duly passed in accordance with Chapter 2 of Part 13 of the Companies Act 2006 as required by Chapter 4 of Part 18 of the Companies Act 2006
- (D) The Seller has agreed to repay to the Company the Principal Sum in accordance with terms set out in, and subject to the conditions of, this Agreement

**NOW IT IS AGREED:**

**1 Definitions and interpretation**

1.1 In this Agreement unless the context otherwise requires

"**business day**" means a day on which banks are ordinarily open for the transaction of normal banking business in London,

"**CA 2006**" means the Companies Act 2006 for the time being in force,

"**Completion**" means completion of the sale and purchase of the Sale Shares by the performance by the parties of their respective obligations under clauses 4.1 to 4.3;

"**Completion Date**" means the date of this Agreement,

"**Encumbrance**" means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, option, restriction, claim, right of pre-emption, right of first refusal, third party right or interest, other encumbrance or security interest of any kind (or an agreement or commitment to create any of them) or other preferential arrangement having similar effect,

"**Nominated Account**" means such account or accounts as the Seller shall specify in writing,

"**Ordinary Shares**" means the ordinary shares of £1 each in the capital of the Company,

**“Principal Sum”** means the total principal amount outstanding from the Seller to the Company, being £                      as at the date of this Agreement,

**“Purchase Price”** means £850,000,

**“Sale Shares”** means the 850 Ordinary Shares registered in the name of the Seller being, for the avoidance of doubt, all of the Ordinary Shares held by the Seller

1 2 In this Agreement unless the context otherwise requires

1 2 1 references to a clause or schedule are to a clause of, or a schedule to, this Agreement, references to this Agreement include its schedules and references in a schedule or part of a schedule to a paragraph are to a paragraph of that schedule or that part of that schedule,

1 2 2 references to this Agreement or any other document or to any specified provision of this Agreement or any other document are to this Agreement, that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this Agreement or that document or, as the case may be, with the agreement of the relevant parties,

1 2 3 words importing the singular include the plural and vice versa and words importing a gender include every gender,

1 2 4 the descriptive headings to clauses, schedules and paragraphs are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of this Agreement,

1 2 5 references to persons or companies, except where used in reference to the Company, will include any partnership, undertaking or other body of persons, whether incorporated or not incorporated and whether now existing or hereafter to be formed,

1 2 6 references to any enactment (meaning any statute or statutory provision, whether of the United Kingdom or elsewhere, any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) and any other subordinate legislation made under any such statute or statutory provision) shall be construed as references to

(i) any enactment which that enactment has directly or indirectly replaced (whether with or without modification), and

(ii) that enactment as re-enacted, replaced or modified from time to time, before or on the date of this Agreement, or after the date of this Agreement except to the extent that the liability of any party is thereby increased or extended

## 2 **Sale of the Sale Shares**

2 1 The Seller shall sell to the Company and the Company shall purchase from the Seller the Sale Shares

2 2 Title to, beneficial ownership of, and any risk attaching to, the Sale Shares shall pass on Completion

2 3 The Seller shall sell and transfer the Sale Shares with full title guarantee and free from any Encumbrance and with all rights and benefits attached or accruing to them at or after the date of this Agreement (including the right to receive all dividends, distributions or any return of capital declared, paid or made by the Company on or after Completion)

### **3 Consideration**

3 1 The consideration for the sale of the Sale Shares shall be the payment on Completion by the Company to the Seller of the Purchase Price in cash.

### **4 Completion**

4 1 Completion shall take place at the offices of the Company or at such other place as the parties may agree immediately after the signing and exchange of this Agreement when all (but not part only unless the Company shall so agree) of the business referred to in clauses 4 2 to 4 3 inclusive shall be transacted

4 2 The Seller shall deliver to the Company a transfer in respect of the Sale Shares duly executed and completed in favour of the Company

4 3 When the Seller has complied with clause 4 2 the Company shall pay the Purchase Price by electronic funds transfer to the Nominated Account and payment of the Purchase Price into such account shall constitute a good discharge to the Company in respect of it

### **5 Repayment of Principal Sum**

5 1 The Seller shall on the Completion Date repay to the Company the Principal Sum

5 2 All payments made by the Seller to the Company under this Agreement shall be in sterling, in full, without any deduction, set-off or counterclaim and in immediately cleared funds on the due date to the amount that the Company may specify to the Seller

### **6 Continuing effects of this Agreement**

6 1 All rights and remedies conferred on the Company under this Agreement are cumulative and are additional to, and not exclusive of, any rights or remedies provided by law or otherwise available at any time to the Company

### **7 Releases, waivers, etc by the Buyer**

7 1 Neither the single or partial exercise or temporary or partial waiver by the Company of any right, nor the failure by the Company to exercise in whole or in part any right or to insist on the strict performance of any provision of this Agreement, nor the discontinuance, abandonment or adverse determination of any proceedings taken by the Company to enforce any right or any such provision shall (except for the period or to the extent covered by any such temporary or partial waiver) operate as a waiver of, or preclude any exercise or enforcement or (as the case may be) further or other exercise or enforcement by the Company of, that or any other right or provision

7 2 The giving by the Company of any consent to any act which by the terms of this Agreement requires such consent shall not prejudice the right of the Company to withhold or give consent to the doing of any similar act

## **8 Notices**

8 1 Except as otherwise provided in this Agreement, every notice (including any request, demand, instructions, communication or other document) under this Agreement shall be in writing and shall be deemed to be duly given if it is addressed to the party to whom it is intended to be given at its authorised address and

8 1 1 delivered by hand personally to the addressee (or, where the addressee is a corporation, any one of its directors) or left in a letter box or other appropriate place for the receipt of letters at that address, or

8 1 2 duly sent by prepaid first class post (or by airmail registered post if overseas),

and, in proving the giving or service of such notice, it shall be conclusive evidence to prove that the envelope containing such notice was addressed to the authorised address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid first class post (or airmail registered post if overseas) letter. The fact that the intended recipient of a notice shows that he did not receive the same, whether or not that fact was known to the giver of the notice, shall not derogate from the effectiveness in law of the service as provided by this clause 8

8 2 For the purposes of this clause 8 the authorised address of the Seller shall, unless otherwise notified to the Company in writing be the address of the Seller set out in this Agreement and the authorised address of the Company shall be the address of its registered office for the time being

8 3 Any notice duly given within the meaning of clause 8 1 shall be deemed to have been both given and received

8 3 1 if it is delivered in accordance with clause 8 1 1, upon such delivery,

8 3 2 if it is duly posted in accordance with clause 8 1 2, on the second (or, when sent by airmail, fifth) business day after the day of posting

8 4 No party shall attempt to prevent or delay the service upon it of any notice connected with this Agreement.

## **9 Entire Agreement**

9 1 This Agreement sets out the entire agreement and understanding between the parties in connection with the Company and the sale and purchase and other matters described in this Agreement (including, for the avoidance of doubt, any agreements or arrangements previously entered into by the Seller and the Company which shall with effect from Completion be deemed to be null and void in all respects) save that nothing in this clause 9 shall operate to limit or exclude any liability or right which arises as a result of any fraud or dishonest, reckless or wilful act, omission or misstatement

**10 Alterations**

10 1 No purported alteration of this Agreement shall be effective unless it is in writing, refers to this Agreement and is duly executed by all of the parties

**11 Counterparts**

11 1 This Agreement may be entered into in any number of counterparts, and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but, taken together, they shall constitute one instrument

**12 Payment of costs**

12 1 Each of the parties shall be responsible for his respective legal and other costs incurred in relation to the negotiation, preparation and completion of this Agreement and all ancillary documents

**13 Successors and assigns**

13 1 This Agreement shall be binding on and shall enure for the benefit of the successors in title and personal representatives of each party

13 2 Save as provided in clause 13 3, none of the parties shall be entitled to assign the benefit of any rights under this Agreement

13 3 The benefit of this Agreement shall be freely assignable by the Company and, in the event of any such assignment, all references in this Agreement to the Company shall be deemed to include its assigns

**14 Applicable law and submission to jurisdiction**

14 1 This Agreement shall be governed by and construed in accordance with English law Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement

**IN WITNESS** of which this Agreement has been executed as a deed on the date stated at the beginning

**The Schedule**

**Text of written special resolution**

**THAT**, in accordance with section 694 of the Companies Act 2006, the terms of an agreement between Paul Jonathan Bacon (1) and the Company (2) for the purchase by the Company of 850 Ordinary Shares of £1 each in the capital of the Company (a final draft of which is annexed to this resolution and for the purpose of identification initialled by the sole director) be approved and that the Company be authorised to enter into such agreement



Signed by **PAUL JONATHAN BACON** as a )  
deed in the presence of )

Witness' signature .. . . .  
Witness' name .. . . .  
Witness' address . . . . .  
Witness' occupation . . . . .

Executed as a deed by **A C BACON** )  
**ENGINEERING LIMITED** acting by a )  
director in the presence of )  
)

Director's signature  
Director's name

Witness' signature . . . . .  
Witness' name (BLOCK CAPITALS) . . . . .  
Witness' address . . . . .  
Witness' occupation . . . . .