

Company No. 1850813

THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
OF
A.A. BRAMALL HOLDINGS LIMITED

(the "Company")

In accordance with Chapters 1 and 2 of Part 13 of the Companies Act 2006, we the undersigned members representing all of the total voting rights of the eligible members hereby agree to the passing of the following special resolutions:

SPECIAL RESOLUTIONS

THAT:

- 1** the terms of a contract to be made between Bryan Herringshaw (1), Arlene Herringshaw (2) and the Company (3) for the purchase by the Company of 24,086 ordinary shares of £1 each in the capital of the Company upon the terms (including at the price of £4 per ordinary share of £1 each) as set out in the draft contract ("**Contract**") attached and numbered 1 for identification purposes be and is hereby approved and the Company be and is hereby authorised to enter into the Contract.
- 2** the terms of a contingent purchase contract to be made between Bryan Herringshaw (1), Arlene Herringshaw (2) and the Company (3) granting the Company the option to buy and Bryan Herringshaw and Arlene Herringshaw the option to sell 24,085 ordinary shares of £1 each in the capital of the Company upon the terms (including at the price of £4 per share) as set out in the draft contract (the "**Contingent Contract**") attached and numbered 2 for identification purposes be and is hereby approved and the Company be and is hereby authorised to enter into the Contingent Contract.



"A4QN98X5"

A59

11/04/2009

225

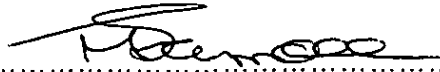
COMPANIES HOUSE

Eligible Members

Signature

Date 31 March 2009.

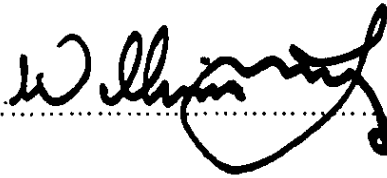
Michael Bramall



31 MARCH 2009

and

William Oswald
Ling



31 MARCH 2009

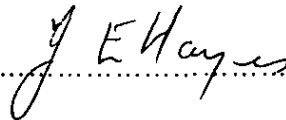
(As trustees of the
AA Bramall
deceased Will
Trust)

Michael Bramall



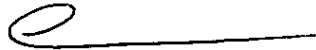
31 March 2009

Joan Hayes



31 March 2009

Stuart Bramall



31 March 2009

Marilyn Jill Bramall



31 March 2009

Belinda Bramall



31 March 2009

Leon Hayes



31 March 2009

Company No. 1850813

THE COMPANIES ACT 2006

NOTES TO PROPOSED WRITTEN RESOLUTIONS

of

A.A. BRAMALL HOLDINGS LIMITED

- 1 Attached to these notes are Special Resolutions of the Company proposed by the directors of the Company to be passed as written resolutions.
- 2 To signify your agreement to the proposed Special Resolutions please sign opposite your name and insert the date of your signature.
- 3 Once you have signed the Special Resolutions please return the signed and dated written resolutions to Keelys LLP, St Peters House, St Mary's Wharf, Mansfield Road, Derby, DE1 3TP or by email to mbrierley@keelys.co.uk.
- 4 Your agreement may not be revoked once you have signified your agreement to the written resolutions.
- 5 The written resolutions are passed when the required majority of eligible members have signified their agreement to them.¹
- 6 The written resolutions will lapse if they are not passed before 5 April 2009.
- 7 If you signify your agreement to the written resolutions after the date specified in note 6 your agreement to the written resolutions will be ineffective.

¹ ordinary resolutions - majority of total voting rights
special resolution – at least 75 per cent or more of total voting rights

DATED

2009

- (1) BRYAN HERRINGSHAW**
- (2) ARLENE HERRINGSHAW**
- (3) A.A. BRAMALL HOLDINGS LIMITED**

PURCHASE CONTRACT

Relating to the buy-back of 24,086 ordinary shares
if £1 each in the capital of A.A. Bramall Holdings Limited

Keelys LLP
St Peters House
St Mary's Wharf
Mansfield Road
Derby
DE1 3TP

BETWEEN

- (1) The persons whose names and addresses are set out in the Schedule hereto (together the "**Sellers**"); and
- (2) **A.A. BRAMALL HOLDINGS LIMITED** (Company Number: 1850813) whose registered office is at Provident House, 51 Wardwick, Derby, DE1 1HN (the "**Company**")

OPERATIVE PROVISIONS

1 INTERPRETATION

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business
"Purchase Price"	the sum of £4
"Shares"	24,086 of the 48,171 ordinary shares of £1 each in the capital of the Company, held by the Sellers

2 WARRANTY

- 2.1 Each of the Sellers hereby jointly and severally warrants, represents and undertakes to the Company that:
 - 2.1.1 they are the legal and beneficial owners of the respective number of the Shares specified in column two in the Schedule hereto and there are outstanding no options, agreements, liens, charges, encumbrances or commitments whatsoever in respect of any of such Shares and there has been no exercise purported exercise or claim of any charge, lien, encumbrance, equity or other right over any of the Shares;
 - 2.1.2 they have not been a party to any act transaction or omission in relation to the Shares or any of them in consequence whereof the Company may be liable to taxation primarily chargeable against such Seller.

- 2.2 Each of the Sellers jointly and severally covenant with the Company to indemnify and keep indemnified the Company from and against all and any losses, claims, costs, expenses or other liabilities whatsoever suffered or incurred by the Company resulting or arising from or in connection with any breach by the Sellers of any of the warranties, representations and undertakings set out in **clause 2.1** above.
- 2.3 The warranties, representations, undertakings and indemnities contained in **clauses 2.1** and **2.2** shall continue in full force and effect without limit in time notwithstanding completion.

3 AGREEMENT FOR SALE

The Sellers shall sell with full title guarantee the numbers of Shares respectively set out in column two in the Schedule hereto and the Company shall purchase the Shares, free from all liens, charges and encumbrances and with all rights attaching to them, with effect from the date of this Agreement.

4 COMPLETION

- 4.1 The sale and purchase of the Shares shall be completed immediately after exchange of this Agreement when the following shall take place:
- 4.1.1 each of the Sellers shall deliver to the Company an acknowledgement in writing that he/she accepts payment of the Purchase Price for his/her Shares under this Agreement in full satisfaction of all rights he/she may have against the Company in respect of such Shares, together with the relevant share certificate(s) in respect of his/her holding of Shares for cancellation or in the case of a lost certificate(s) such indemnity as the Company shall reasonably require; and
- 4.1.2 the Company shall electronically transfer to such account(s) nominated by the Sellers the Purchase Price for each of the Shares.

5 FURTHER ASSURANCE

Upon and after Completion the Sellers shall do and execute or procure to be done and executed all other necessary acts, deeds, documents and things within their power to give effect to this Agreement.

6 ASSIGNMENT

This Agreement shall be binding upon and enure for the benefit of the personal representatives of the Sellers but shall not be assignable.

7 WHOLE AGREEMENT

This Agreement constitutes the whole agreement between the parties hereto and no variation hereof shall be effective unless made in writing between all the parties hereto.

8 ENFORCEMENT BY THIRD PARTIES

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

9 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original but all the counterparts will together be one and the same agreement.

10 ANNOUNCEMENTS

10.1 No announcement or circular concerning the transaction contemplated by this Agreement or any matter ancillary to it and no disclosure of the terms of this Agreement will be made by the Sellers except with the prior written approval of the Company.

10.2 **Clause 10.1** does not apply to any announcement, circular or disclosure required by law or any governmental or regulatory organisation provided, if practicable, that the Sellers have firstly consulted and taken into account the reasonable requirements of the Company.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE

SELLERS DETAILS

Name and Address of Sellers	Number of Shares held
Bryan Herringshaw of 2 The Pines, Sheffield, South Yorkshire, S10 4LZ	12,043
Arlene Herringshaw of 2 The Pines, Sheffield, South Yorkshire, S10 4LZ	12,043

DATED

2009

- (1) BRYAN HERRINGSHAW**
- (2) ARLENE HERRINGSHAW**
- (3) A.A. BRAMALL HOLDINGS LIMITED**

CONTINGENT PURCHASE CONTRACT

Relating to the option to buy-back 24,085 ordinary shares
of £1 each in the capital of A.A. Bramall Holdings Limited

Keelys LLP
St Peters House
St Mary's Wharf
Mansfield Road
Derby
DE1 3TP

THIS AGREEMENT is made on

2009

BETWEEN

- (1) The persons whose names and addresses are set out in the Schedule hereto (together the "**Sellers**" and each a "**Seller**"); and
- (2) **A.A. BRAMALL HOLDINGS LIMITED** (Company Number: 1850813) whose registered office is at Provident House, 51 Wardwick, Derby, DE1 1HN (the "**Company**")

OPERATIVE PROVISIONS

1 INTERPRETATION

In this Agreement:

- 1.1 the following expressions have the following meanings unless inconsistent with the context:

"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business
"Call Option"	the option granted by the Sellers to the Company to require the Sellers to sell all (but not some only) of the Option Shares to the Company
"Call Option Period"	the period commencing on 6 April 2009 and ending on 22 April 2009
"Option Shares"	means 24,085 ordinary shares of £1 each in the capital of the Company, held by the Sellers as set out in the Schedule
"Options"	the Put Option and the Call Option and each being an " Option "
"Put Option"	the option granted to the Sellers by the Company to require the Company to acquire all (but not some only) of the Option Shares from the Sellers
"Put Option Period"	the period commencing on 30 April 2009 and ending on 16 May 2009

"Purchase Price" the sum of £4

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedule.
- 1.5 References to clauses and the schedule are to the clauses and the Schedule of this Agreement; references to paragraphs are to paragraphs of the Schedule.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 Reference to a document being "in the agreed form" are to that document in the form agreed and for the purposes of identification initialled by or on behalf of the Company and the Sellers.
- 1.8 Words in the singular shall include the plural and vice versa.
- 1.9 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.10 Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words "without limitation" following them. The words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.11 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

2 WARRANTY

- 2.1 Each of the Sellers hereby jointly and severally warrants, represents and undertakes to the Company that:
 - 2.1.1 they are and will remain the legal and beneficial owners of the respective number of the Option Shares specified in column two in the Schedule hereto and, subject to the Option, there are outstanding no options, agreements, liens, charges, encumbrances or commitments whatsoever in respect of any of such

Option Shares and there has been no exercise purported exercise or claim of any charge, lien, encumbrance, equity or other right over any of the Option Shares;

2.1.2 they have not been a party to any act transaction or omission in relation to the Option Shares or any of them in consequence whereof the Company may be liable to taxation primarily chargeable against such Seller.

2.2 Each of the Sellers jointly and severally covenants with the Company to indemnify and keep indemnified the Company from and against all and any losses, claims, costs, expenses or other liabilities whatsoever suffered or incurred by the Company resulting or arising from or in connection with any breach by the Sellers of any of the warranties, representations and undertakings set out in **clause 2.1** above.

2.3 The warranties, representations, undertakings and indemnities contained in **clauses 2.1** and **2.2** shall continue in full force and effect without limit in time notwithstanding completion.

3 GRANT AND EXERCISE OF THE OPTIONS

3.1 The Sellers hereby grant to the Company the Call Option on the terms of this Agreement.

3.2 The Company hereby grants to the Sellers the Put Option on the terms of this Agreement.

3.3 During the Call Option period the Company may by notice served upon the Sellers exercise the Call Option. Upon service of the Call Option Notice the provisions of **clause 4** shall apply.

3.4 If the Company has not served the Call Option Notice within the Call Option Period the Sellers acting jointly may by notice served upon the Company exercise the Put Option. Upon service of the Put Option Notice the provisions of **clause 4** shall apply.

3.5 If neither the Put Option Notice nor the Call Option Notice are served within the Put Option Period or the Call Option Period respectively (as the case may be) the Options will lapse and the terms of this Agreement shall cease to have effect save in respect of any antecedent breaches.

4 COMPLETION

4.1 Subject to **clause 4.2** completion of the sale and purchase of the Option Shares shall take place at the registered office of the Company, or such other place agreed between the parties 5 Business Days after the service of the Call Option Notice or Put Option Notice, as the case may be, when:

4.1.1 each of the Sellers shall sell with full title guarantee the number of shares respectively set out in column two in the Schedule and the Company shall purchase the Shares, free from all liens, charges and encumbrances and with all rights attaching to them;

4.1.2 each of the Sellers shall deliver to the Company an acknowledgement in writing in the agreed form that he/she accepts payment of the Purchase Price for each of his/her Option Shares under this Agreement in full satisfaction of all rights he/she may have against the Company in respect of such Option Shares, together with the relevant share certificate(s) in respect of his/her holding of Option Shares for cancellation or in the case of a lost certificate(s) such indemnity as the Company shall reasonably require; and

4.1.3 subject to **clause 4.1.2** the Company shall electronically transfer to such account(s) nominated by the Sellers the Purchase Price for each of the Option Shares.

4.2 Notwithstanding the foregoing provisions of this clause completion of the sale and purchase of the Option Shares shall only take place if the Company is able to comply with the provisions of section 162(2) of the Companies Act 1985.

5 FURTHER ASSURANCE

Upon and after Completion the parties shall do and execute or procure to be done and executed all other necessary acts, deeds, documents and things within their power to give effect to this Agreement.

6 COMPANY PROTECTION

Until the earlier of Completion and lapse of the Options, the Sellers shall not, without the prior written consent of the Company, sell, transfer or otherwise dispose of, or mortgage, charge, pledge or otherwise encumber their legal or beneficial interest in any of the Option Shares (or any interest in any of them).

7 NOTICE

7.1 A notice given under this Agreement:

7.1.1 shall be in writing;

7.1.2 shall be sent for the attention of the person and to the address set out in this Agreement or as notified to the other parties from time to time or fax number as notified from time to time; and

7.1.3 shall be:

(a) delivered personally; or

(b) sent by fax; or

(c) sent by pre-paid first-class post or recorded delivery.

7.2 A notice is deemed to have been received:

7.2.1 if delivered personally, at the time of delivery; or

7.2.2 in the case of fax, at the time of transmission; or

7.2.3 in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting; or

7.2.4 if deemed receipt under the previous clauses of this **7.2** is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a Business Day), on the next following Business Day.

7.3 To prove service, it is sufficient to prove that the notice was transmitted by fax to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

8 ASSIGNMENT

This Agreement shall be binding upon and enure for the benefit of the personal representatives of the Sellers but shall not be assignable.

9 WHOLE AGREEMENT

This Agreement constitutes the whole agreement between the parties hereto and no variation hereof shall be effective unless made in writing between all the parties hereto.

10 ENFORCEMENT BY THIRD PARTIES

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

11 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original but all the counterparts will together constitute one and the same agreement.

12 ANNOUNCEMENTS

12.1 No announcement or circular concerning the transaction contemplated by this Agreement or any matter ancillary to it and no disclosure of the terms of this Agreement will be made by the Sellers except with the prior written approval of the Company.

12.2 **Clause 12.1** does not apply to any announcement, circular or disclosure required by law or any governmental or regulatory organisation provided, if practicable, that the Sellers have firstly consulted and taken into account the reasonable requirements of the Company.

THIS AGREEMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE
SELLERS DETAILS

Name and Address of Sellers	Number of Option Shares held
Bryan Herringshaw of 2 The Pines, Sheffield, South Yorkshire, S10 4LZ	12,043
Arlene Herringshaw of 2 The Pines, Sheffield, South Yorkshire, S10 4LZ	12,042

SIGNED as a **DEED** by)
BRYAN HERRINGSHAW)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED as a **DEED** by)
ARLENE HERRINGSHAW)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by)
A.A. BRAMALL HOLDINGS LIMITED)
acting by a director:)
in the presence of:)

Witness signature:

Name:

Address:

Occupation: