

Company Number: 2609164

**THE COMPANIES ACTS 1985 and 1989**

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**COMPANY LIMITED BY SHARES**

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**WRITTEN RESOLUTION**

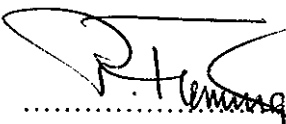
**OF**

**JOHNSON CONTROLS LIMITED**

Johnson Controls (UK) Limited, being the sole member of the Company and who at the date of this resolution is entitled to attend and vote at general meetings of the Company, hereby unanimously **RESOLVES** that the following resolution be passed as a written resolution having effect as a special resolution of the Company in accordance with section 381A Companies Act 1985 and agrees that the said resolution shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held:-

THAT:-

- (1) the contract proposed to be made between Johnson Controls (UK) Limited and the Company for the purchase of 180,000,000 ordinary shares of 5 pence each in the capital of the Company, the terms of which are set out in the draft contract annexed to this resolution, be hereby approved and its terms authorised;
- (2) the payment of £9,000,000 out of the capital of the Company for the purchase of 180,000,000 ordinary shares of 5 pence each of the Company's own share capital be and is hereby approved.

  
.....  
Duly authorised for and on behalf of  
Johnson Controls (UK) Limited

Dated 19th January 1998



**DATED** \_\_\_\_\_ **1998**

**JOHNSON CONTROLS (UK) LIMITED**

**- and -**

**JOHNSON CONTROLS LIMITED**

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**AGREEMENT  
FOR THE PURCHASE OF OWN SHARES**

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**BETWEEN:-**

- (1) **JOHNSON CONTROLS (UK) LIMITED** (No. 2215149) whose registered office is at 200 Aldersgate Street, London, EC1A 4JJ (the "**Seller**"); and
- (2) **JOHNSON CONTROLS LIMITED** (No 2609164) whose registered office is at 2 The Briars, Waterberry Drive, Waterlooville, Hants, PO7 7YH (the "**Company**").

**WHEREAS:-**

- (A) The Seller is the registered and beneficial owner of 342,734,340 ordinary shares of 5 pence each fully paid or credited as fully paid in the capital of the Company.
- (B) The Seller has agreed to sell and the Company has agreed to purchase the Shares (as hereinafter defined) on the terms and for the consideration set out in this Agreement.
- (C) The terms of this Agreement have been authorised by written resolution having effect as a special resolution of the Company in accordance with sections 164 and 381A Companies Act 1985, and such authority has been neither varied nor revoked.

**IT IS AGREED** as follows:-

1 **INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires:-

<b>"Completion"</b>	means completion of the sale and purchase of the Shares
<b>"Shares"</b>	means 180,000,000 ordinary shares of 5 pence each fully paid in the capital of the Company and registered in the name of the Seller.

**"Warranty"**

means the warranty set out in Clause 5.

1.2 In this Agreement, unless the context otherwise requires:-

1.2.1 the singular includes the plural and vice versa and reference to any gender includes the other genders;

1.2.2 references to Clauses are to clauses or sub-clauses of this Agreement; and

1.2.3 headings are for reference purposes only and shall not affect the construction of anything in this Agreement.

## **2 SALE AND PURCHASE**

2.1 The Seller shall sell and the Company shall purchase the Shares free from all liens, charges and encumbrances and together with all rights attaching thereto.

## **3 CONSIDERATION**

The consideration for the purchase of the Shares will be £9,000,000.

## **4 COMPLETION**

4.1 Completion of the sale and purchase of the Shares shall take place at the registered office of the Company immediately after the execution of this Agreement.

4.2 At Completion the Seller will deliver to the Company a share certificate in respect of the Shares for cancellation or an indemnity in a form acceptable to the Company in respect of the Shares.

4.3 On satisfaction of the obligations of the Seller under Clause 4.2 the Company will pay the purchase consideration referred to in Clause 3.

5      **WARRANTY BY SELLER**

The Seller warrants to the Company that there is no option, restriction, mortgage, charge, pledge, lien or other form of security or encumbrance on, over or affecting any of the Shares or the right of the Seller to sell the Shares.

6      **GENERAL**

6.1      This Agreement sets out the entire agreement between the Seller and the Company in connection with the sale and purchase of the Shares and shall not be capable of being varied except in writing signed by or on behalf of each of the Seller and the Company.

6.2      This Agreement is personal to the Seller and the Company and neither it nor any benefit arising under it may be assigned.

6.3      Any notice to be given in connection with this Agreement shall be in writing and (without prejudice to proof that it has been effectively given in any other manner) shall be deemed duly served if delivered at or posted by first class post to the address of the party concerned which is set out in this Agreement or notified to the other party in accordance with the provisions of this Clause. Any such notice shall be deemed to be served if delivered personally, on the day on which it is delivered or if posted, 48 hours after the time of posting. Evidence that the notice was properly addressed stamped and put into the post shall be conclusive evidence of service.

6.4      The proper law applicable to this Agreement is English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts in relation to any claim or matter arising out of this Agreement.

**IN WITNESS** whereof this Agreement has been entered into by the parties on the date which first appears in this Agreement.

**SIGNED** by )  
duly authorised for and on behalf )  
of **JOHNSON CONTROLS (UK) LIMITED**)  
in the presence of:- )

**SIGNED** by )  
duly authorised for and on behalf )  
of **JOHNSON CONTROLS LIMITED** )  
in the presence of:- )