



Please complete in typescript, or
in bold black capitals

CHFP025

Company Number

4814761

Company name in full

AAG SWEPCO LTD

88(2)

(Revised 2005)

Return of Allotment of Shares

Shares allotted (including bonus shares)

(see Guidance Booklet GBA6)

Date or period during which
shares were allotted

(If shares were allotted on one date
enter that date in the "from" box)

From

Day Month Year

3 0 0 9 2 0 0 7

To

Day Month Year

Class of shares

(ordinary or preference etc)

Number allotted

Nominal value of each share

Amount (if any) paid or due on each
share (including any share premium)

Ordinary		
1,110,000		
3p		
3p		

List the names and addresses of the allottees and the
number and class of shares allotted to each overleaf

If the allotted shares (including bonus shares) are fully or partly paid up otherwise than in
cash please state

% that each share is to be
treated as paid up

% (if any) that each share
is to be paid up in cash

100		
N/A		

Consideration for which
the shares were allotted

(This information must be supported by
the original or a certified copy of the
contract or by Form 88(3) if the contract
is not in writing)

The ordinary shares were allotted in consideration
for the transfer to AAG Swepco Ltd of 100 ordinary
shares of £1 each in AAG Electrical Ltd (CN:4368380).

When you have completed and signed the form please send it to the
Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ

DX 33050 Cardiff

for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

DX 235 Edinburgh

for companies registered in Scotland

or LP - 4 Edinburgh 2

WEDNESDAY



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COMPANIES HOUSE

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Names and addresses of the allottees

Shareholder details <i>(list joint allottees as one shareholder)</i>		Shares and share class allotted	
Name(s) Mohammed Akhmed	Address 7 Emerson Avenue, Linthorpe, Middlesbrough UK Postcode TS5 7 QW	Class of shares allotted Ordinary	Number allotted 566,100
Name(s) Mohammed Aslam	Address 1 The Avenue, Linthorpe, Middlesbrough UK Postcode TS5 6 PA	Class of shares allotted Ordinary	Number allotted 111,000
Name(s) Stephen James Gilpin	Address 19 Butterfield Drive, Eaglescliffe, Stockton-on-Tees UK Postcode TS16 0 EU	Class of shares allotted Ordinary	Number allotted 432,900
Name(s) 	Address UK Postcode	Class of shares allotted	Number allotted
Name(s) 	Address UK Postcode	Class of shares allotted	Number allotted

Please enter the number of continuation sheets (if any) attached to this form

Signed

Date

30 SEPTEMBER 2007

~~** A director / secretary / administrator / administrative receiver / receiver / official receiver / receiver manager / voluntary arrangement supervisor~~

~~** Please delete as appropriate~~

Contact Details

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Dickinson Dees LLP

Camden House, Prince's Wharf, Teesdale, Stockton on Tees, TS17 6QY

Tel (01642) 631 700

DX number DX No 723010

DX exchange Stockton on Tees

DATED 30 SEPTEMBER 2007

MOHAMMED AKHMED, MOHAMMED ASLAM and STEPHEN JAMES GILPIN as shareholders of
AAG ELECTRICAL LTD

and

AAG SWEPCO LTD

SHARE EXCHANGE AGREEMENT

WE CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL
DOCUMENT

Dickinson Dees LLP

DICKINSON DEES LLP



DICKINSON DEES

Dickinson Dees LLP

Camden House Prince's Wharf Teesdale Stockton on Tees TS17 6QY

Telephone (01642) 631700 Fax (01642) 631701

DX No 723010 Stockton on Tees

www.dickinson-dees.com

THIS AGREEMENT dated 30 SEPTEMBER 2007 is made BETWEEN -

- (1) The persons whose names and addresses are set out in column 1 of Schedule 1 (the "Sellers"), and
- (2) AAG SWEPCO LTD (CN 4814761) whose registered office is at 17a Bishopton Lane, Stockton on Tees TS18 1PS (the "Buyer")

BACKGROUND

- (A) AAG Electrical Ltd ("AAG") is a private company limited by shares registered in England and Wales, further particulars of which are set out in Schedule 2
- (B) The Sellers are the legal and beneficial owners of the number of shares in the capital of AAG set out in column 2 of Schedule 1 which comprise the whole of the issued share capital of AAG (the "Shares")
- (C) The Sellers have agreed to sell and the Buyer has agreed to purchase the Shares upon the terms and conditions set out in this Agreement

IT IS AGREED as follows -

1 INTERPRETATION

In this Agreement -

- 1 1 any gender includes any other gender,
- 1 2 the singular includes the plural and vice versa,
- 1 3 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality), and
- 1 4 the recitals and the Schedules form part of this Agreement and the expression "this Agreement" includes the recitals and the Schedules

2 TERMS OF EXCHANGE

- 2 1 The Sellers agree to sell and the Buyer agrees to purchase, with full title guarantee, the Shares in consideration for the number of ordinary shares of 3 pence each in the capital of the Buyer (the "Consideration Shares") specified in column 2 of Schedule 3
- 2 2 The Consideration Shares shall be allotted and issued credited as fully paid at par to the Sellers in the proportions set out in Schedule 3
- 2 3 The sale of the Shares referred to in clause 2 1 shall be made with effect on and from the date of this Agreement and the Shares shall be transferred to the Buyer or its nominees free from all claims, charges, liens, encumbrances or equities and together with all rights attached or accruing thereto and together with all dividends and distributions declared paid or made in respect of any period after the date of this Agreement

3 FURTHER ASSURANCE

The Sellers shall (and shall procure that all other necessary parties shall) on or at any time after the date of this Agreement at the expense of the Buyer execute all such deeds and documents and do all such acts and things as the Buyer shall reasonably require for assuring to or vesting in the Buyer or its nominee the beneficial ownership of and legal title to the Shares and the dividends, rights and privileges which are agreed to be sold and purchased under this Agreement

4 COMPLETION

Completion of the sale of the Shares shall take place on the date of this Agreement when -

4 1 the Sellers shall hand to the Buyer -

4 1 1 duly executed transfers of the Shares in favour of the Buyer, and

4 1 2 the share certificates in respect of the Shares or an appropriate indemnity therefor

4 2 the Buyer shall -

4 2 1 comply with all legal requirements relating to the issue of the Consideration Shares,

4 2 2 issue the Consideration Shares,

4 2 3 cause or undertake to cause the names of the Sellers to be entered in its register of members in respect of the relevant Consideration Shares hereby agreed to be issued, and

4 2 4 procure the signature and delivery to the Sellers of the relevant share certificates

5 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement

6 ENTIRE AGREEMENT

6 1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement

6 2 Each of the parties acknowledges and agrees that -

6 2 1 in entering into this Agreement, it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement, and

6 2 2 its only remedy in respect of this Agreement shall be for breach of contract,

6.3 Nothing in this clause 6 shall operate to limit or exclude any liability for fraud

7 COUNTERPARTS

This Agreement may be executed in counterparts by the parties, each of which when executed and delivered shall constitute an original, but which together shall constitute one and the same instrument

8 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales

The parties have executed this Agreement on the date specified on page 1

SCHEDULE 1

Sellers' Details

Name and address of Seller	Shares held
Mohammed Akhmed 7 Emmerson Avenue Linthorpe Middlesbrough TS5 7QW	51 ordinary shares of £1
Mohammed Aslam 1 The Avenue Linthorpe Middlesbrough TS5 6PA	10 ordinary shares of £1
Stephen James Gilpin 19 Butterfield Drive Eaglescliffe Stockton-on-Tees TS16 0EU	39 ordinary shares of £1

SCHEDULE 2

Particulars of AAG Electrical Ltd

1 **DATE OF INCORPORATION**

6 February 2002

2 **REGISTERED OFFICE**

17a Bishopton Lane
Stockton on Tees TS18 1PS

3 **COMPANY NUMBER**

4368380

4 **AUTHORISED SHARE CAPITAL**

£100 divided into 100 ordinary shares of £1

SCHEDULE 3

Consideration Shares

Sellers

Mohammed Akhmed
Mohammed Aslam
Stephen James Gilpin

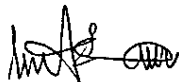
Consideration Shares in Buyer

566,100 ordinary shares of 3 pence
111,000 ordinary shares of 3 pence
432,900 ordinary shares of 3 pence

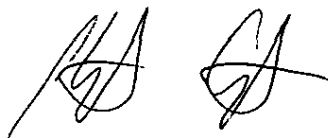
SIGNED by MOHAMMED AKHMED



SIGNED by MOHAMMED ASLAM



SIGNED by STEPHEN JAMES GILPIN



SIGNED by

for and on behalf of AAG SWEPCO LIMITED

