

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

CAPITAL PROJECT CONSULTANCY LIMITED ("the Company")

WEDNESDAY



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A18

14/04/2010

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COMPANIES HOUSE

29 March 2010 ("Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 to 3 below be passed as a written special resolutions and resolution 4 be passed as a written unanimous resolution ("the Resolutions")

SPECIAL RESOLUTIONS

- 1 **TO** authorise the Company generally and unconditionally to make the following off-market purchases (within the meaning of section 693(1)(a) of the Companies Act 2006)
  - 1 1 526 ordinary class B shares of £0.01 each, and
  - 1 2 526 ordinary class B shares of £0.01 eachpursuant to the terms of the attached off-market purchase agreement (the "Agreement")
- 2 **TO** approve the terms of the Agreement
- 3 **TO** waive the requirement to complete the off-market purchases referred to at resolution number 1 above within the time restrictions stipulated at article 11.1.4 of the Company's articles of association in relation to such off-market purchases

UNANIMOUS RESOLUTION

- 4 To agree that the authorisation and/or approval of the transactions set out at special resolutions 1 to 3 above shall not constitute a breach of any investment or shareholders agreement to which the Company may have entered into

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, being persons entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions

Timothy Reginald Barber

Date 29 March 2010

Steven David Mole



Date 29 March 2010

RCapital GP Limited

Date

RCapital Nominees Limited

Date

## NOTES

- 1 If you agree to the Resolutions, 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
  - if returning by Hand, by delivering the signed version to RadcliffesLeBrasseur, 5 Great College Street, Westminster, London SW1P 3SJ marked for the attention of reference SWB/ 115587 2
  - if returning by Post by sending the signed version of this document to RadcliffesLeBrasseur, 5 Great College Street, Westminster, London SW1P 3SJ marked for the attention of reference SWB/ 115587 2
  - if returning by Fax, by faxing the signed copy of this document to 020 7222 6208, marked for the attention of reference SWB/ 115587 2
  - If returning by E-mail by attaching a scanned copy of the signed version of this document, to an e-mail and sending it to [stephen.blair@rlb-law.com](mailto:stephen.blair@rlb-law.com)
- 2 If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 4 Unless, by 25 April 2010, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date

**ATTACHED: OFF-MARKET PURCHASE AGREEMENT**

**DATED**

**2010**

---

**(1) MARTIN DE HEAVER**

**(2) CAPITAL PROJECT CONSULTANCY LIMITED**

**OFF-MARKET PURCHASE AGREEMENT**

**RadcliffesLeBrasseur**

Our Ref SWB/SAC/BK/115587 002  
Doc W 3714316 v3

5 Great College Street  
Westminster  
London SW1P 3SJ  
[www.rlb-law.com](http://www.rlb-law.com)

Tel +44 (0)20 7222 7040  
Fax +44 (0)20 7222 6208  
LDE 113  
[info@rlb-law.com](mailto:info@rlb-law.com)

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**THIS AGREEMENT** is dated

2010

## **PARTIES**

- (1) **MARTIN LEONARD DE HEAVER** of How Green House West, How Green Lane, Hever, Edenbridge, Kent TN8 7NN (**Seller**)
- (2) **CAPITAL PROJECT CONSULTANCY LIMITED** incorporated and registered in England and Wales with company number 5159354 whose registered office is at Fountain House, 130 Fenchurch Street, London EC3M 5DJ (**Company**)

## **BACKGROUND**

- (A) The Seller is the registered holder of 1052 ordinary class B shares of £0.01 each in the capital of the Company (**Shares**)
- (B) The Seller resigned from his directorship of and employment with the Company on 24 December 2009. The Board of Directors resolved on 22 February 2010 to serve a Compulsory Sale Notice (as defined in the Company's articles of association (**Articles**)) in accordance with Article 13.3 of the Articles in the form set out in the Schedule to this agreement.
- (C) It is proposed that the Company shall purchase the Shares from the Seller for cancellation on the terms of this agreement.

## **AGREED TERMS**

### **1 Interpretation**

The definitions in the background provision of this agreement shall apply to this agreement.

### **2 Shareholder approval**

The sale and purchase of the Shares in accordance with clause 3 is conditional on a special resolution of the Company being passed approving the terms of this agreement (**Shareholder Approval**). If Shareholder Approval is not granted on or before 28 days beginning with the date that the special resolution is circulated to the members of the Company, this agreement shall cease to have effect immediately after that date and time with each party in such circumstances being released of all obligations under this agreement.

### **3 Sale and purchase of shares**

#### **3.1 The Seller agrees to sell, or procure the sale of**

3.1.1 526 of the Shares with full title guarantee for an aggregate consideration of £25,000 (**Stage 1 Shares**), and

3.1.2 526 of the Shares with full title guarantee for an aggregate consideration of £25,000

**(Stage 2 Shares)**

and the Company, in each case, agrees to purchase them and to pay such consideration to the Seller

3 2 The Seller warrants that there are no liens, charges or other encumbrances over or in respect of the Shares

3 3 Completion of the sale and purchase of the Shares shall take place after Shareholder Approval has been granted as follows

3 3 1 completion of the sale and purchase of the Stage 1 Shares shall take place on 1 April 2010 (**First Sale**), and

3 3 2 completion of the sale and purchase of the Stage 2 Shares shall take place on 8 April 2010 (**Second Sale**)

in each case at the offices of RadcliffesLeBrasseur, when the Seller shall deliver the share certificate(s) or other evidence of title to the Shares to the Company and the Company shall satisfy its obligation to pay the consideration due in respect of the relevant Shares by payment of the sum of £25,000 in respect of the First Sale and £25,000 in respect of the Second Sale to the Seller by way of telegraphic transfer for same day value to the Seller's account at Bank Barclays Bank Plc Account Number 60088056 Sort Code 20-69-17

**4 Further assurance**

The Seller agrees that, on being requested in writing by the Company to do so, it 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

**5 Governing law and jurisdiction**

This agreement shall be governed by and construed in accordance with English law and the parties to this agreement irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this agreement

**6 Entire agreement**

This agreement constitutes the entire and only legally binding agreement between the parties relating to its subject matter and no variation of this agreement shall be effective unless made in writing and signed by or on behalf of all the parties and expressed to be such a variation

**7 Agreement survives completion**

This agreement shall remain in effect despite its completion

**8 Counterparts**

This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

This agreement has been entered into on the date stated at the beginning of it

Signed by **MARTIN DE HEAVER** in the  
presence of

Witness

Signature

Address

Occupation

Signed by **STEVEN MOLE** for and on  
behalf of **CAPITAL PROJECT  
CONSULTANCY LIMITED** in the  
presence of

Director

Witness

Signature

Address

Occupation

## **SCHEDULE**

### **Compulsory Sale Notice**

**[ON CAPITAL PROJECT CONSULTANCY LIMITED'S LETTER HEADED PAPER]**

Mr M L De Heaver  
How Green House West  
How Green Lane Hever  
Edenbridge  
Kent  
TN8 7NN

Date

Dear Martin

#### **Capital Project Consultancy Limited (the "Company") – Compulsory Sale Notice**

As you are aware, your employment with the Company terminated on 24 December 2009

According to the articles of association of the Company, your departure gave rise to a compulsory transfer event in respect of your shares in the Company. As you are aware, you currently hold 1052 ordinary class B shares of £0.01 each in the Company.

We hereby notify you that, according to the Company's articles of association, you are now required to serve a Transfer Notice (as defined in the Company's articles of association) in respect of all of your shares in the Company.

As you are aware, we have agreed that you will serve two separate Transfer Notices in respect of your shares in the Company.

We have prepared the form of Transfer Notice (which comprises two Transfer Notices) for your kind attention. If you agree to the terms of the Transfer Notices, please would you kindly sign and return it to myself to the address set out on this notepaper and e-mail a scanned signed copy to me at [steve.mole@cpcltd.com](mailto:steve.mole@cpcltd.com)

Please contact me if you have any queries in relation to this letter.

Yours sincerely

Steve Mole  
for and on behalf of the board of directors of  
Capital Project Consultancy Limited



Company number: 5159354

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

of

**CAPITAL PROJECT CONSULTANCY LIMITED ("the Company")**

29 March 2010 ("Circulation Date")

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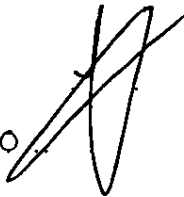
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Date

  
29 March 2010

RCapital Nominees Limited

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**RadcliffesLeBrasseur**

Our Ref SWB/SAC/BK/115587 002  
Doc W 3714316 v3

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[www.rlb-law.com](http://www.rlb-law.com)

Tel +44 (0)20 7222 7040  
Fax +44 (0)20 7222 6208  
LDE 113  
[info@rlb-law.com](mailto:info@rlb-law.com)

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presence of

Witness

Signature

Address

Occupation

Signed by **STEVEN MOLE** for and on  
behalf of **CAPITAL PROJECT  
CONSULTANCY LIMITED** in the  
presence of

Director

Witness

Signature

Address

Occupation

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Please contact me if you have any queries in relation to this letter.

Yours sincerely

Steve Mole  
for and on behalf of the board of directors of  
Capital Project Consultancy Limited