

Company Number: 6270502

The Companies Acts 1985 to 2006

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
of
WAPPING WHARF HOLDINGS LIMITED

Passed on 29 June 2012

In accordance with Chapter 2 of Part 13 of the Companies Act 2006 the resolution below was agreed to as a Special Resolution and was duly passed on 29 June 2012.

SPECIAL RESOLUTION

THAT the terms of the agreement proposed to be entered into between the Company and Mrs Jayne Newman-Hatton, Newman Family No. 1 Trust and Ian Elliott relating to the purchase by the Company of 386,364 B Ordinary Shares of £1 each in the capital of the Company held by Mrs Jayne Newman-Hatton, Newman Family No. 1 Trust and Ian Elliott, and of which a copy has been sent to each member of the Company, be approved and that the Company is authorised to enter into that agreement.

Dated 29 June 2012.

I. W. Elliott

Director/Secretary

SATURDAY



A23 07/07/2012 #120
COMPANIES HOUSE

Private & Confidential

DATED 29 June 2012

WAPPING WHARF HOLDINGS LIMITED (1)

and

JAYNE NEWMAN-HATTON and OTHERS (2)

SALE AND PURCHASE AGREEMENT

relating to the buy back of 386,364 B
Ordinary Shares in Wapping Wharf Holdings
Limited

WE HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL
DATED THIS 4 DAY OF JULY 2012

W+Co.
WRAGGE & CO LLP

BIRMINGHAM, B3 2AS

Wragge&Co

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THIS AGREEMENT is made on

29 June 2012

BETWEEN:

- (1) JAYNE NEWMAN-HATTON of Cherry Pool Farm, Kington Lane, Claverdon, Warwickshire CV35 8PP;
- (2) IAN ELLIOTT of Kidmorie 3 Warren Drive, Dorridge, Solihull, West Midlands B93 8JY;
- (3) DAVID NEWMAN of Calle Vivaldi 4, Sierra Blanca, Marbella 29600, Malaga, Spain and BEVERLY ARRON of Birdcombe Court, Tower House Lane, Wraxall, Bristol, Somerset BS48 1JR and JAYNE NEWMAN-HATTON of Cherry Pool Farm, Kington Lane, Claverdon, Warwickshire CV35 8PP together as trustees for the NEWMAN FAMILY NO. 1 TRUST;

(together the "Sellers" and each a "Seller"); and

- (4) WAPPING WHARF HOLDINGS LIMITED (registered in England number 6270502) having its registered office at Umberslade Hall, Hockley Heath, Solihull, B94 5DF (the "Company").

1 Interpretation

- 1.1 In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:

"CA 2006" means the Companies Act 2006;

"Completion" means completion of the obligations of the parties under this Agreement in accordance with the provisions of clause 6;

"Completion Date" means the date of this Agreement;

"Shares" means 386,364 B Ordinary Shares of £1 each in the capital of the Company registered in the names of the Sellers in the numbers set out in Schedule 2;

"Schedules" means the schedules to this Agreement; and

"Warranties" means the warranties given in clause 7 and Schedule 1.

- 1.2 Any reference in this Agreement to any provision of any Act of Parliament or of any subordinate legislation made pursuant to any Act of Parliament shall be deemed to be references to that Act of Parliament or subordinate legislation as amended modified or re-enacted (whether before or after the date of this Agreement) and any references to any provision of any such Act or legislation also include any provision of which it is a re-enactment (whether with or without modification) and any provision in repealed enactments.

- 1.3 In this Agreement:

- (a) the expression the "Sellers" or "Seller" shall include their or his personal representatives and successors in title from time to time; and
 - (b) words denoting the masculine gender shall include the feminine and neuter gender and the singular number shall include the plural and vice versa and references to persons shall include corporations
- 1.4 Words and expressions defined in or for the purposes of the relevant taxing or other legislation (including but without limitation CA 2006) shall where appropriate bear the same meanings in this Agreement.
- 1.5 The clause headings shall not affect the construction of this Agreement.

2 Recitals

- 2.1 The Sellers are the registered holders and owners with full title guarantee of the number of the Shares set against their name in Schedule 2.
- 2.2 The Sellers have made representations to the Company in the terms set out in clause 7 below and it is acknowledged that the Company has relied on those representations in entering into this Agreement.
- 2.3 The Sellers wish to sell and the Company is willing to purchase the Shares for the consideration and on the terms and subject to the conditions contained in this Agreement.
- 2.4 A copy of a draft of this Agreement in its final form was supplied to each relevant member of the Company at or before the time of which the resolution referred to in clause 2.6 below was supplied to that member for signature.
- 2.5 By a written special resolution duly passed on the date of this Agreement under the provisions of section 694 CA 2006 the terms of this Agreement were duly authorised and that authority has not been varied or revoked and has not expired.

3 Sale of Shares

- 3.1 The Sellers shall on the terms and subject to the conditions contained in this Agreement sell to the Company the Shares.
- 3.2 The Shares shall be sold and purchased free from all options liens charges equities and encumbrances and with the benefit of all present and (until the cancellation of the Shares) future rights whether as to dividend capital voting or otherwise (including any dividend or other distribution declared paid or made on or after the date of this Agreement).

4 Consideration

- 4.1 The total consideration for the Shares shall be the sum of £104,000 divided amongst the Sellers as set out in Schedule 2.
- 4.2 The consideration referred to in clause 4.1 shall be payable in full in cash on Completion by way of separate cheques in favour of each of the Sellers whose receipt shall constitute a good discharge to the Company in respect of it.

5 Waiver

- 5.1 The Company's directors undertake that they will not decline to register the transfer of the Shares under the Agreement by exercising the right conferred on them by Article 9 of the Company's Articles of Association.

6 Completion

- 6.1 Completion shall take place on the Completion Date and on Completion:
- (a) each Seller shall cause to be delivered to the Company:
 - (i) a share transfer into the name of the Company in respect of the Shares held by him duly executed by him or on his behalf; and
 - (ii) (for cancellation) the share certificate(s) in respect of the Shares held by him;
 - (b) the Company shall procure that at a duly convened meeting of the directors of the Company the transfers mentioned in clause 6.1(a)(i) shall be approved for registration and that the names of the Sellers shall be deleted from the Register of Members of the Company in respect of the Shares on cancellation of the Shares;
- 6.2 Subject to the above provisions of this clause 6:
- (a) the Company shall cause cheques in favour of each Seller for the sums set against their name in Schedule 2 to be delivered to the Sellers; and
 - (b) the Company secretary shall include appropriate notes in the Register of Members to indicate that the Shares have been sold by the Sellers to the Company and then have been immediately cancelled.

7 Warranties

- 7.1 The Sellers warrants to the Company in the terms set out in Part 1 of the Schedule for the benefit of the Company so that the remedies of the Company in respect of any breach of any of those warranties shall continue to subsist notwithstanding Completion.
- 7.2 The Company warrants to the Sellers in the terms set out in Part 2 of the Schedule for the benefit of the Sellers so that the remedies of the Sellers in respect of any breach of those warranties shall continue to subsist notwithstanding Completion.
- 7.3 Each of the Warranties shall be construed as a separate and independent warranty so that a separate claim and right of action shall arise in respect of every breach of each of the Warranties.
- 7.4 The Sellers covenant with the Company to pay discharge reimburse and make good and to indemnify and keep indemnified the Company from and against all losses damages or expenses suffered or incurred by the Company and all claims made and liabilities arising as a result of or by reason of a matter event or circumstance arising occurring or existing which renders untrue or inaccurate and any breach or nonfulfillment of any of the Warranties set out in Part 1 of Schedule 1.

- 7.5 The Company covenants with the Sellers to pay discharge reimburse and make good and to indemnify and keep indemnified the Sellers from and against all losses damages or expenses suffered or incurred by the Sellers and all claims made and liabilities arising as a result of or by reason of a matter event or circumstance arising occurring or existing which renders untrue or inaccurate and any breach or nonfulfillment of any of the Warranties set out in Part 2 of Schedule 1.

8 Costs

- 8.1 Each of the parties shall bear and pay his own legal and accountancy fees and expenses of and incidental to the negotiation preparation and implementation of this Agreement.

9 General Provisions

- 9.1 This Agreement shall be binding on and enure for the benefit of the successors in title of the parties.
- 9.2 No party shall assign or purport to assign the benefit of this Agreement in whole or in part.
- 9.3 This Agreement may be executed in multiple counterparts each of which taken together shall constitute one and the same agreement and any of the parties may execute this Agreement by executing such a counterparts.
- 9.4 The rights and remedies of any party under this Agreement shall not be diminished or extinguished by the granting of any indulgence forbearance or extension of time by any of them nor by the failure of or delay by any of them in asserting any such rights or remedies.
- 9.5 No information supplied by the Company or by its officers employees or professional advisers prior to the date of this Agreement to the Sellers or his agents representatives or advisers in relation to the Company shall constitute a representation warranty or guarantee as to its accuracy by the Company to the Sellers and the Sellers waive all and any claims against the Company in respect of any such matter.
- 9.6 The provisions of this Agreement insofar as they have not been performed at Completion or are capable of operating or taking effect after Completion shall remain in full force and effect and capable of so operating notwithstanding Completion and shall not merge on Completion.
- 9.7 Each of the parties undertakes with the others to do, execute, perform or procure to be done, executed or performed all such further acts deeds documents and things as the other may reasonably require to give effect to this Agreement and effectively to vest or have vested the ownership of the Shares in the Company free from all options, liens, charges, equities and other encumbrances and with full title guarantee.

10 Notices

- 10.1 Any notice under this Agreement shall be in writing signed by (or by some person duly authorised by) the person giving it and may be served by leaving it at or sending it by pre-paid recorded delivery post, in the case of each Seller, to his address set out in this Agreement or such other address as shall be

notified to the Company from time to time, or, in the case of the Company, to its registered office from time to time.

- 10.2 Any notice so served shall if delivered by hand be deemed to have been served when actually received by or on behalf of the person to be served and if sent by post be deemed to have been served 48 hours after it was posted and in proving service by post it shall be sufficient to prove that the envelope containing the notice was correctly addressed and posted.

11 Law

- 11.1 This Agreement shall be governed by and construed in all respects in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the High Court of Justice of England.

IN WITNESS of the above the parties have executed this Agreement on the date written at the head of this Agreement.

Schedule 1

(The Warranties)

Part 1
(Seller's Warranties)

- 1 In this Schedule 1:
 - (a) **"Trustee Sellers"** means David Newman, Beverly Arron and Jayne Newman-Hatton in their capacity as trustees for Newman Family No.1 Trust; and
 - (b) **"Individual Sellers"** means Jayne-Newman Hatton and Ian Elliott.
- 2 Each of the Individual Sellers warrants in relation to the Shares held by him that he is the registered holder and owner with full title guarantee of such Shares and such Shares are held by him free from any option lien charge equity or encumbrance and he has full power to sell and transfer such Shares to the Company free from any right or claim enforceable against the Company.
- 3 The Trustee Sellers warrant in relation to the Shares held by the Newman Family No.1 Trust ("Trust") that the Trustee Sellers are the registered holders and legal owners with full title guarantee of such Shares and such Shares are held by the Trustee Sellers free from any option lien or encumbrance and the Trustee Sellers have the full power to sell and transfer such Shares to the Company free from any right or claim enforceable against the Company.

Part 2

(The Company's Warranties)

- 1 The Articles of Association of the Company do not contain any prohibition or limitation on the Company's power to purchase its own shares.
- 2 The provisions of section 693 to 696 and 702 CA 2006 have been fully complied with in all respects in relation to the sale and purchase of the Shares under this Agreement.
- 3 The price payable for the Shares will be paid wholly out of distributable profits of the Company within the meaning of section 705 CA 2006.
- 4 The facts stated in clauses 2.4 and 2.5 are correct.


Schedule 2

(The Shares)


Name of Seller	Number of B Ordinary Shares in the Company held by the Seller	Consideration to be paid to each Seller (£)
Jayne Newman-Hatton	67,660	18,212.46
Newman Family No. 1 Trust	314,840	84,747.44
Ian Elliott	3,864	1,040.10

SIGNED by IAN ELLIOTT
for and on behalf of

WAPPING WHARF HOLDINGS LIMITED

.....
Director

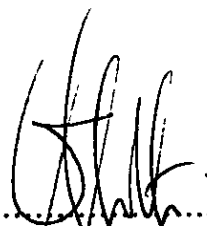
SIGNED by IAN ELLIOTT
as attorney for BEVERLY ARRON
acting as a trustee for
NEWMAN FAMILY NO. 1 TRUST

.....
Attorney for Beverly Arron

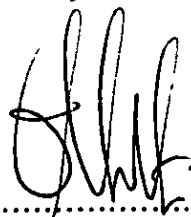
SIGNED by IAN ELLIOTT
as attorney for DAVID NEWMAN
acting as a trustee for
NEWMAN FAMILY NO. 1 TRUST

.....
Attorney for David Newman

SIGNED by STUART HATTON
as attorney for JAYNE NEWMAN-HATTON
acting as a trustee for
NEWMAN FAMILY NO. 1 TRUST

.....
Attorney for Jayne Newman-Hatton

SIGNED by STUART HATTON
as attorney for JAYNE NEWMAN-HATTON

.....
Attorney for Jayne Newman-Hatton

SIGNED by IAN ELLIOTT

.....
Ian Elliott