

Company Number: 6849539

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION

of
WM R WINTON HOLDINGS LIMITED
(passed on 24 July 2009)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following written resolution was duly passed as an ordinary resolution of the Company:

ORDINARY RESOLUTION

For the purposes of Section 190 Companies Act 2006 the acquisition by the Company of all the shares in WM R Winton Limited (CN 00617260) held by WM R Winton Realisations Limited (CN 6849440) pursuant to the terms of an agreement a copy of which is attached hereto and marked "A" be and is hereby approved.

.....
Chairman

Date: 24.07.09



Dated 24 July 2009

- (1) WM R WINTON REALISATIONS LIMITED
- (2) MICHAEL COLIN JOHN SANDERS
(As Liquidator of WM R Winton Realisations Limited)
- (3) WINTON ENGINEERING HOLDINGS LIMITED
- (4) 'C' PRODUCTS HOLDINGS LIMITED
- (5) WM R WINTON HOLDINGS LIMITED

SECTION 110 AGREEMENT IN RESPECT OF THE DEMERGER
OF WM R WINTON REALISATIONS LIMITED



COMPANIES HOUSE

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Schedules

- 1 Special Resolution of the holders of "A" Ordinary Shares of 1pence each in the capital of the Company
- 2 Special Resolution of the holders of "B" Ordinary Shares of 1pence each in the capital of the Company
- 3 Special Resolution of the holders of "C" Ordinary Shares of 1pence each in the capital of the Company
- 4 Ordinary Resolution of Winton Engineering Holdings Limited
- 5 Ordinary Resolution of 'C' Products Holdings Limited
- 6 Ordinary Resolution of WM R Winton Holdings Limited
- 7 Special Resolution of WM R Winton Realisations Limited

THIS AGREEMENT is made the

24 July

2009

BETWEEN:

- (1) **WM R WINTON REALISATIONS LIMITED** (No. 6849440) a company registered in England with limited liability whose registered office is at Richmond House, Forsyth Road, Sheerwater, Woking, Surrey GU21 5SB (the "**Company**");
- (2) **MICHAEL COLIN JOHN SANDERS** of Macintyre Hudson LLP of New Bridge Street House, 30-34 New Bridge Street, London EC4V 6BJ (the "**Liquidator**");
- (3) **WINTON ENGINEERING HOLDINGS LIMITED** (No. 6849434) a company registered in England and Wales with limited liability whose registered office is at Richmond House, Forsyth Road, Sheerwater, Woking, Surrey GU21 5SB ("**Newco 1**");
- (4) **'C' PRODUCTS HOLDINGS LIMITED** (No. 6849410) a company registered in England and Wales with limited liability whose registered office is at Richmond House, Forsyth Road, Sheerwater, Woking, Surrey GU21 5SB ("**Newco 2**");
- (5) **WM R WINTON HOLDINGS LIMITED** (No. 6849539) a company registered in England and Wales with limited liability whose registered office is at Richmond House, Forsyth Road, Sheerwater, Woking, Surrey GU21 5SB ("**Newco 3**");

WHEREAS

- (A) The Company has at the date hereof an authorised share capital of £1,000 divided into 40,000 "A" ordinary shares of 1pence each, 30,000 "B" ordinary shares of 1pence each and 30,000 "C" ordinary shares of 1pence each all which have 5,000 "A" ordinary shares, 5,000 "B" ordinary shares and 5,000 "C" ordinary shares have been issued and credited as fully paid and are held by the Shareholders (as defined below) in the Relevant Proportions (as defined below).
- (B) The Company is the registered holder of the WEL Shares, the CPL Shares and the WRWL Shares (each defined below).
- (C) The Shareholders, being the holders of the entire issued share capital of the Company, desire, for commercial purposes, to wind up the Company and to authorise and instruct the Liquidator to transfer all of its undertaking and assets pursuant to Section 110 Insolvency Act 1986 to Newco 1, Newco 2 and Newco 3 on the terms set out in this Agreement in consideration of the issue of new shares in Newco 1, Newco 2 and Newco 3 credited as fully paid to the Company for distribution by the Liquidator to the Shareholders in satisfaction of their respective rights in the Company.
- (D) Newco 1, Newco 2 and Newco 3 have been incorporated to acquire the undertaking and assets of the Company on the terms of this Agreement and the memorandum of association of each of Newco 1, Newco 2 and Newco 3 incorporate as an object such acquisition.
- (E) Newco 1 was incorporated on 17 March 2009 and has an authorised share capital of £1,000 divided into 100,000 ordinary shares of 1pence each 5,000 of which have been issued, 4,500 are held by William Robert Winton and 500 are held by Monica Patricia Winton.
- (F) Newco 1 was incorporated on 17 March 2009 and has an authorised share capital of £1,000 divided into 100,000 ordinary shares of 1pence each 5,000 of which

have been issued, 4,500 are held by William Robert Winton and 500 are held by Monica Patricia Winton.

- (G) Newco 1 was incorporated on 17 March 2009 and has an authorised share capital of £1,000 divided into 100,000 ordinary shares of 1pence each 5,000 of which have been issued, 4,500 are held by William Robert Winton and 500 are held by Monica Patricia Winton.
- (H) Tax clearances have been obtained from the Inland Revenue under Section 707 Income and Corporation Taxes Act 1988 and Section 138 Taxation of Chargeable Gains Act 1992.

NOW IT IS HEREBY AGREED as follows:

1 Definitions

In this Agreement unless the context otherwise requires:

- 1.1 the following expressions shall have the following meanings:

"Class Resolutions"

the special resolution of the holders of the "A" ordinary shares of 1pence each, the "B" ordinary shares of 1pence each and the "C" ordinary shares of 1pence each in the capital of the Company in the form of written resolutions set out in Schedules 1, 2 and 3 respectively;

"Completion"

the performance by the parties of their respective obligations pursuant to clause 5;

"Conditions"

the passing of the Ordinary Resolutions, the Special Resolution and the Class Resolutions, the full, unconditional and irrevocable discharge of all charges registered at Companies House against the Company and the registration for VAT purposes of Newco 1, Newco 2 and Newco 3;

"'C' Products Limited"

'C' Products Limited (Company No. 00559274) whose registered office is Richmond House, Forsyth Road, Sheerwater, Woking, Surrey GU21 5SB;

"the CPL Shares"

all the issued shares in the capital of 'C' Products Limited owned by the Company;

"Ordinary Resolutions"

the ordinary resolution of the Company, Newco 1, Newco 2 and Newco 3 in the form of written resolutions set out in Schedules 4, 5, 6 and 7 respectively;

"Relevant Proportions"

the proportions in which the Shareholders hold the ordinary shares in the capital of the Company being 90% in respect of William Robert Winton and 10% in respect of Monica Patricia Winton;

"the WEL Shares"

all the issued shares in the capital of Winton Engineering Limited owned by the Company;

"Winton Engineering Limited"

Winton Engineering Limited (Company No. 02079699) whose registered office is Richmond House, Forsyth Road, Sheerwater, Woking, Surrey GU21 5SB;

"the WRWL Shares"

all the issued shares in the capital of WM R Winton Limited owned by the Company;

"WM R Winton Limited"

WM R Winton Limited (Company No. 00617260) whose registered office is Richmond House, Forsyth Road, Sheerwater, Woking, Surrey GU21 5SB;

"the Shareholders"

William Robert Winton and Monica Patricia Winton;

"Special Resolution"

the special resolution of the Company contained in the form of written resolution set out in Schedule 8;

"VAT"

value added tax;

"VATA 1994"

Value Added Tax Act 1994;

- 1.2 words and expressions defined in the Companies Act 1985 or the Companies Act 2006 (as in force from time to time) (as amended) shall bear the meanings ascribed to them therein;
- 1.3 references to a statutory provision shall include any provision of which it is a re-enactment as well as all orders and regulations made pursuant to such provision and all modifications or re-enactments from time to time of such provisions, orders and regulations;
- 1.4 the Schedules shall for all purposes form part of this Agreement and the expression "this Agreement" shall include the Schedules;
- 1.5 references to Recitals, Clauses and Schedules are to the Recitals and Clauses of and Schedules to this Agreement;
- 1.6 all warranties, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally;
- 1.7 references to any of the masculine, feminine and neuter genders shall include the other genders and references to the singular number shall include the plural and vice versa;
- 1.8 the headings are inserted for convenience only and shall not affect the construction of this Agreement;
- 1.9 references to persons shall include firms, unincorporated bodies and corporations;

- 1.10 references in this Agreement to the Shareholders or either of them shall be construed as also meaning and extending to their respective successors, estates and personal representatives;
- 1.11 the expression "the Liquidator" shall include in addition to the person named in this Agreement any other or additional person or persons appointed or substituted as liquidator or joint liquidator of the Company and any indemnities given under this Agreement to the Liquidator shall also be given for the benefit of the estate and any personal representatives of any person who shall have been a liquidator or joint liquidator at any time after the date hereof;
- 1.12 the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible; and
- 1.13 references to this Agreement or any other document or to any specified provision of this Agreement or any other document are to this Agreement, that document or that provision in force for the time being and as amended from time to time in accordance with the terms of this Agreement or that document or, as the case may be, with the agreement of the relevant parties.

2 Conditions

- 2.1 The obligations of the parties under this Agreement are conditional upon the fulfilment of the Conditions by close of business on the date of this Agreement.
- 2.2 The Shareholders shall exercise their respective voting rights in the Company and otherwise procure that the Conditions are fulfilled immediately following the execution of this Agreement.
- 2.3 If the Conditions are not fulfilled by close of business on the date of this Agreement, all obligations of the parties under this Agreement shall terminate and no party shall have any claim against the others under them (save in respect of any antecedent breach).

3 Sale of Shares and Assets

- 3.1 Subject to the fulfilment of the Conditions prior to close of business on the date of this Agreement:
- 3.1.1 the Company shall sell to Newco 1 and Newco 1 shall purchase the WEL Shares;
- 3.1.2 the Company shall sell to Newco 2 and Newco 2 shall purchase the CPL Shares; and
- 3.1.3 the Company shall sell to Newco 3 and Newco 3 shall purchase the WRWL Shares.
- 3.2 Newco 1, Newco 2 and Newco 3 shall accept without enquiry, requisition or objection such title as the Company may have in the WEL Shares, the CPL Shares and the WRWL Shares and no warranty, term, representation or condition otherwise implied by law or statute shall be implied into the sale and purchase thereof under this Agreement.
- 3.3 Title to and risk attaching to the WEL Shares, the CPL Shares and the WRWL Shares shall pass on Completion.

4 Consideration

- 4.1 The consideration for the sale of the WEL Shares shall be the allotment and issue credited as fully paid to the Company for distribution by the Liquidator to the Shareholders on Completion, in the Relevant Proportions, of 5,000 ordinary shares of 1pence each in Newco 1. Such shares when issued will rank pari passu in all respects with the ordinary shares of 1pence each in Newco 1 then in issue.
- 4.2 The consideration for the sale of the CPL Shares shall be the allotment and issue credited as fully paid to the Company for distribution by the Liquidator to the Shareholders on Completion, in the Relevant Proportions, of 5,000 ordinary shares of 1pence each in Newco 2. Such shares when issued will rank pari passu in all respects with the ordinary shares of 1pence each in Newco 2 then in issue.
- 4.3 The consideration for the sale of the WRWL Shares shall be the allotment and issue credited as fully paid to the Company for distribution by the Liquidator to the Shareholders on Completion, in the Relevant Proportions, of 5,000 ordinary shares of 1pence each in Newco 3. Such shares when issued will rank pari passu in all respects with the ordinary shares of 1pence each in Newco 3 then in issue.

5 Completion

- 5.1 Completion shall take place at the Company's registered office or at such other place as the parties may agree immediately following the fulfilment of the Conditions when evidence of the fulfilment of the Conditions shall be produced to the Liquidator and all of the following business shall be transacted:
- 5.1.1 the Liquidator shall deliver to Newco 1 a transfer in respect of the WEL Shares duly executed and completed in favour of Newco 1 together with the certificate therefor;
- 5.1.2 the Liquidator shall deliver to Newco 2 a transfer in respect of the CPL Shares duly executed and completed in favour of Newco 2 together with the certificate therefor;
- 5.1.3 the Liquidator shall deliver to Newco 3 a transfer in respect of the CPL Shares duly executed and completed in favour of Newco 3 together with the certificate therefore;
- 5.1.4 the Liquidator shall deliver or make available to Newco 2 the statutory and minute books, common seal, certificate of incorporation, any certificate of incorporation on change of name, memoranda and articles of association and all books, records and assets of Winton Engineering Limited;
- 5.1.5 the Liquidator shall deliver or make available to Newco 2 the statutory and minute books, common seal, certificate of incorporation, any certificate of incorporation on change of name, memoranda and articles of association and all books, records and assets of 'C' Products Limited;
- 5.1.6 the Liquidator shall deliver or make available to Newco 3 the statutory and minute books, common seal, certificate of incorporation, any certificate of incorporation on change of name, memoranda and articles of association and all books, records and assets of WM R Winton Limited.

- 5.2 The Liquidator shall procure that a duly convened board meeting of:
- 5.2.1 Winton Engineering Limited is held at which the transfer of the WEL Shares is approved for registration (subject to stamping);
 - 5.2.2 'C' Products Limited is held at which the transfer of the CPL Shares is approved for registration (subject to stamping);
 - 5.2.3 WM R Winton Limited is held at which the transfer of the WRWL Shares is approved for registration (subject to stamping).
- 5.3 Immediately following completion of the matters referred to in clauses 5.1 and 5.2:
- 5.3.1 Newco 1 shall issue and allot 5,000 ordinary shares of 1pence each in Newco 1 and deliver to the Liquidator share certificates in the respective names of the Shareholders for the number of ordinary shares of 1pence each in Newco 1 to be issued to the Company for distribution to the Shareholders in accordance with clause 4.1 of this Agreement;
 - 5.3.2 Newco 2 shall issue and allot 5,000 ordinary shares of 1pence each in Newco 2 and deliver to the Liquidator share certificates in the respective names of the Shareholders for the number of ordinary shares of 1pence each in Newco 2 to be issued to the Company for distribution to the Shareholders in accordance with clause 4.2 of this Agreement; and
 - 5.3.3 Newco 3 shall issue and allot 5,000 ordinary shares of 1pence each in Newco 3 and deliver to the Liquidator share certificates in the respective names of the Shareholders for the number of ordinary shares of 1pence each in Newco 3 to be issued to the Company for distribution to the Shareholders in accordance with clause 4.3 of this Agreement.

6 Issue of Shares in Newco 1, Newco 2 and Newco 3

- 6.1 The Liquidator shall distribute amongst the Shareholders the fully paid up ordinary shares in Newco 1, Newco 2 and Newco 3 respectively to be issued to the Company in accordance with clauses 4.1, 4.2 and 4.3 of this Agreement.
- 6.2 Each of the Shareholders agrees that the Liquidator, having distributed the fully paid up shares in Newco 1, Newco 2 and Newco 3 to be issued pursuant to this Agreement in accordance with the provisions of clauses 4.1, 4.2 and 4.3 shall not be liable for any misapplication or non-application of such shares as contemplated by this Agreement.
- 6.3 Newco 1, Newco 2 and Newco 3 shall cause this Agreement to be filed with the Registrar of Companies pursuant to Section 88 of the Companies Act 1985 together with Forms 88(2) and 88(3).

7 Indemnity

- 7.1 Newco 1, Newco 2 and Newco 3 shall indemnify the Liquidator and at all times keep the Liquidator free and effectually indemnified against all debts, liabilities, actions, claims, demands, expenses, interest and all matters or things due, made, done or omitted or to become due or to be made, done or omitted by the Liquidator under the provisions of this Agreement or otherwise in respect of the liquidation of the Company and Newco 1, Newco 2 and Newco 3 will pay and discharge the remuneration, costs and expenses of the Liquidator in equal shares.

- 7.2 Nothing in this Agreement or in any document executed pursuant hereto or in connection herewith shall impose any personal liability on the Liquidator (except in relation to wilful default or gross negligence by the Liquidator in the performance of any of his obligations hereunder).

8 Value Added Tax

- 8.1 The consideration for the WEL Shares, the CPL Shares and the WRWL Shares pursuant to this Agreement shall be taken to be exclusive of VAT (if applicable) and any VAT chargeable in respect of the matters giving rise to the consideration shall be added thereon and paid in cash in addition thereto.

- 8.2 The parties acknowledge and agree that it is considered that Section 49(1) VATA and Article 5 of the Value Added Tax (Special Provisions) Order 1995 will apply to the sale and purchase of the WEL Shares, the CPL Shares and the WRWL Shares, so that the transactions are treated as transfers of going concerns. Accordingly:

- 8.2.1 the Company, Newco 1, Newco 2 and Newco 3 shall give notice of such transfers to HM Customs & Excise as required by law;

- 8.2.2 save in respect of the period during which the Liquidator is obliged to retain the financial and trading records of the Company under the Insolvency Regulations 1994, the Company shall deliver to Newco 2 all records referred to in Section 49(1)(b) VATA together with all other records and books of account of the Company and Newco 2 hereby undertakes to preserve such records as are so delivered for such as may be required by law and in any event for a period of not less than 6 years and, during that period, to permit the Liquidator, the Company, Newco 1 and Newco 3 and their respective agents at all reasonable times to inspect such records and (at their own expense) to take copies of such records;

- 8.2.3 the Company, Newco 1, Newco 2 and Newco 3 shall use all reasonable endeavours to secure that pursuant to the provisions referred to above the sale of the WEL Shares, the CPL Shares and the WRWL Shares hereunder is treated as neither a supply of goods nor a supply of services for VAT purposes;

- 8.2.4 if notwithstanding the provisions referred to above, any VAT shall be payable on the sale hereunder, Newco 1, Newco 2 and Newco 3 shall pay to the Liquidator such tax and any penalty or interest incurred by the Company for late payment thereof (save to the extent that such penalty or interest is attributable to delay in payment by the Company or the Liquidator), Newco 1, Newco 2 and Newco 3 to make such payment on payment by the Company or (if later) delivery by the Company to Newco 1, Newco 2 and Newco 3 of tax invoices in respect thereof;

- 8.2.5 no re-allocation of the Company's VAT registration number to any of Newco2, Newco3 or Newco4 shall be applied for.

9 Further Assurance

- 9.1 Notwithstanding Completion the Company and the Liquidator shall from time to time execute and do or procure to be executed and done all documents, acts and things as may be necessary or requisite effectually to vest in Newco 1, Newco 2

and Newco 3 the WEL Shares, the CPL Shares and the WRWL in accordance with the terms of this Agreement.

- 9.2 Each of the Shareholders undertakes to the Company and to the Liquidator to use his powers and rights and as a director and/or shareholder of Newco 1, Newco 2 and Newco 3 to procure the due performance by Newco 1, Newco 2 and Newco 3 of their respective obligations under this Agreement.

10 **General**

- 10.1 No announcement shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or it is an announcement required by law.

- 10.2 Save for costs incurred by either or both of the Shareholders in relation to their own positions which costs shall be borne by the Shareholder incurring them, all expenses including all fees of agents, representatives, solicitors and accountants in connection with the negotiation, preparation or execution of this Agreement and ancillary documents, shall be borne by Newco 1, Newco 2 and Newco 3 in equal shares.

- 10.3 Save as expressly stated to the contrary in this Agreement time shall be of the essence of this agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may be substituted by agreement in writing between or on behalf of the parties hereto.

- 10.4 Any notice required to be given by any of the parties under this Agreement shall be deemed to be duly given if it, or the envelope containing it, identifies the party to whom it is intended to be given as the addressee and:

10.4.1 it is delivered by being handed personally to the addressee (or, in the case of the Company, Newco 1, Newco 2 or Newco 3, any one of its directors); or

10.4.2 it is delivered by being left in a letter box or other appropriate place for the receipt of letters at the addressee's authorised address; or

10.4.3 the envelope containing the notice is properly addressed to the addressee at his authorised address and duly posted by recorded delivery first class mail or the notice is duly transmitted to that address by facsimile transmission;

and, in proving the giving or service of such notice it shall be conclusive evidence to prove that the notice was duly given within the meaning of this clause 10.4. The fact that the intended recipient of a notice shows that he did not receive the same, whether or not that fact was known to the giver of the notice, shall not derogate from the effectiveness in law of the service as provided by this clause.

- 10.5 For the purposes of clause 10.4 the authorised address of each of the Shareholders and the Liquidator shall be his respective address as set out in this Agreement or respective facsimile number of the Shareholders and the Liquidator and the authorised address of the Company, Newco 1, Newco 2 and Newco 3 shall be the address of its respective registered office for the time being or its respective facsimile number at such address.

- 10.6 Any notice duly given within the meaning of Clause 10.4 shall be deemed to have been both given and received:
- 10.6.1 if it is delivered in accordance with Clause 10.4.1 or Clause 10.4.2, on such delivery;
- 10.6.2 if it is duly posted or transmitted in accordance with clause 10.4.3 on the second business day after the day of posting or in the case of a facsimile transmission upon receipt of a transmission report.
- 10.7 This Agreement (together with all documents which are required by its terms to be entered into) sets out the entire agreement and understanding between the parties in connection with the matters contemplated by this Agreement.
- 10.8 No purported alteration of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement, and is duly executed by each party hereto.
- 10.9 Each provision of this Agreement is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of this Agreement but (except to that extent in the case of that provision) it and all other provisions of this Agreement shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired.
- 10.10 This Agreement maybe entered into in the form of counterparts each executed by one of the parties but, taken together, executed by all parties and, provided that all parties so enter into the Agreement, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but, taken together, shall constitute one instrument.
- 11 This Agreement shall be governed by and construed in accordance with English Law and the parties hereto hereby submit to the non-exclusive jurisdiction of the High Court of Justice in England.

IN WITNESS whereof this Agreement has been executed as a deed the day and year first before written.

EXECUTED AND DELIVERED AS A DEED BY
WM R WINTON REALISATIONS LIMITED
acting by **MICHAEL COLIN JOHN SANDERS**
its liquidator, in the presence of:

M. Sanders
Liquidator

[Signature]
Witness signature

GEORGINA EASON
Witness name

53 EYSTON DRIVE, WEYBRIDGE, SURREY KT13 0XE
Witness address

SENIOR MANAGER
Witness occupation

*

EXECUTED AND DELIVERED AS A DEED by
the Liquidator in the presence of:

MICHAEL COLIN JOHN SANDERS

M. Sanders
Liquidator

[Signature]
Witness signature

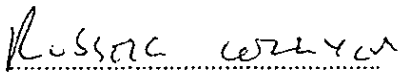
GEORGINA EASON
Witness name


53 EYSTON DRIVE, WEYBRIDGE, SURREY KT13 0XE
Witness address

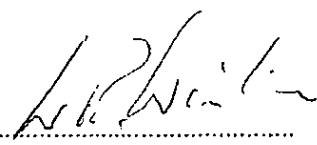
SENIOR MANAGER
Witness occupation

EXECUTED AND DELIVERED AS A DEED BY)
WINTON ENGINEERING HOLDINGS LIMITED)
acting by **WILLIAM ROBERT WINTON** a director)
in the presence of:)


.....
Witness signature

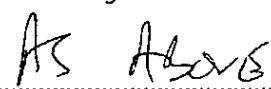

.....
Witness name
17A FARMERS
LUSOP MIDDX HAN 8AN
.....
Witness address


.....
Witness occupation


.....
Director

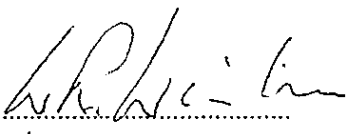
EXECUTED AND DELIVERED AS A DEED BY)
'C' PRODUCTS HOLDINGS LIMITED)
acting by **WILLIAM ROBERT WINTON** a director)
in the presence of:)


.....
Witness signature


.....
Witness name

.....
Witness address

.....
Witness occupation


.....
Director

EXECUTED AND DELIVERED AS A DEED BY)
WM R WINTON HOLDINGS LIMITED)
acting by **WILLIAM ROBERT WINTON** a director)
in the presence of:)

W R Winton
Director

[Signature]
Witness signature

Russell ELLYEN
Witness name

17A FARADAY
RUSSEL WOODX HATH BAN
Witness address

CHARTERED ACCOUNTANT
Witness occupation