

COMPANY NUMBER 4422259

THE COMPANIES ACT 1985


WRITTEN RESOLUTION


A C S ACQUISITIONS LIMITED

We, the undersigned, being all the holders of issued share capital in the above named company ("the Company") for the time being entitled to attend and vote at general meetings of the Company in relation to the resolution set out below, hereby resolve to pass a Written Resolution having effect as a Special Resolution in accordance with section 381A of Companies Act 1985 as follows -

THAT the terms of the contract proposed to be made between Edward Frederick Bovington (1) and the Company (2) for the purchase of 2,000 Ordinary Shares in the capital of the Company, the terms of which are set out in an Agreement a copy of which is attached hereto, be and are hereby authorised, and that pursuant to section 164 Companies Act 1985 the Company be authorised to enter into such contract

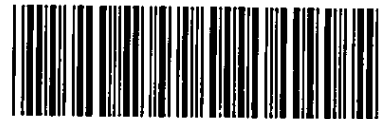
  
Jeanette Atkinson

  
Raymond Atkinson

  
Philip Nelligan

DATED 1<sup>st</sup> August. 2007

THURSDAY



A23 \*AWC84SJ5\* 382  
30/08/2007  
COMPANIES HOUSE

EDWARD FREDERICK BOVINGDON (1)

and

A C S ACQUISITIONS LIMITED (2)

and

RAYMOND ATKINSON (3)

and

JEANETTE ATKINSON (4)

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**SHARE PURCHASE AGREEMENT**

relating to

**A.C.S ACQUISITIONS LIMITED**

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Kings Park House  
22 Kings Park Road  
Southampton  
Hampshire  
SO15 2UF

T 023 8033 4661  
DX 38505 Southampton 3  
F 023 8033 0956  
W coffinmew.co.uk

Ref AJB/84832-2

THIS AGREEMENT is dated

1<sup>st</sup> August 2007

**BETWEEN**

- |     |               |  |
|-----|---------------|--|
| (1) | "the Seller"  | Edward Frederick Bovingdon of Histovev, Ashford Road, New Romney, Kent, TN28 8TH,  |
| (2) | "the Company" | A C S Acquisitions Limited (company number 4422259) whose registered office is at Unit 1 Wayside Commercial Estate, Alfreds Way, Barking, Essex, IG11 0AQ, |
| (3) | "RA"          | Raymond Atkinson of 47 Church Road, Ramsden Heath, Billericay, Essex, CM11 1NU, and  |
| (4) | "JA"          | Jeanette Atkinson of 47 Church Road, Ramsden Heath, Billericay, Essex, CM11 1NU  |

**OPERATIVE PROVISIONS.**

**1 DEFINITIONS & INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires -

- |                      |  |
|----------------------|--|
| "agreed form"        | means any document in a form agreed by the parties and attached to this Agreement,                           |
| "Completion"         | means completion of the sale and purchase of the Shares in accordance with the terms of this Agreement,      |
| "Completion Date"    | means (subject to Clause 5), the date of this Agreement,   |
| "the Purchase Price" | means the sum of twenty pounds (£20 00), and   |
| "the Shares"         | means 2,000 ordinary shares of £0.01 each in the capital of the Company registered in the name of the Seller |

- 1.2 In this Agreement, references to statutes generally include references to orders, regulations or other subordinate legislation. References to a particular statute in this Agreement include references to all or any orders, regulations or other subordinate legislation made thereunder. References to statutes generally or to a particular statute include references to the same as from time to time modified or re-enacted (whether before or after the date hereof).
- 1.3 In this Agreement the masculine shall include the feminine and neuter and the singular number shall include the plural and vice versa.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 Subject as expressly stated to the contrary any reference in this Agreement to any provision of statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1 6 Any waiver of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof

## 2 **CONSENT TO THE BUY BACK OF THE SHARES**

2 1 Notwithstanding clause 6 of the share sale agreement between RA and JA (1) and the Company (2) dated 29<sup>th</sup> September 2003, RA and JA hereby consent to the Company's purchase of the Shares in accordance with this Agreement

## 3. **BUY BACK OF THE SHARES**

3 1 With effect from Completion, the Company shall purchase the Shares and the Seller shall sell the Shares with full title guarantee and free from all liens, charges and encumbrances

3 2 The price payable by the Company for the Shares shall be the Purchase Price

## 4 **REQUIREMENT FOR SALE AND PURCHASE OF ALL SHARES**

4 1 Neither party shall be obliged to complete the transfer of any of any of the Shares unless the purchase of all of the Shares is completed simultaneously

## 5. **CONDITIONS**

5 1 Completion of the sale and purchase of the Shares shall take place within two hours of the satisfaction of the condition set out in Clause 5 2

5 2 This Agreement is conditional in all respects upon the Company obtaining approval from its shareholders to enter into and complete this Agreement pursuant to Section 164(2) Companies Act 1985 within one hour of the time of execution of this Agreement

5 3 If the condition set out in Clause 5 2 is not satisfied by the time specified in Clause 5 2, this Agreement shall be void and all liabilities of the parties under this Agreement shall cease and no party shall have any claim against any other party in respect thereof

## 6. **COMPLETION**

6 1 Completion of the sale and purchase of the Shares shall take place, subject to Clause 5, on the Completion Date

6 2 On Completion the Seller shall deliver to the Company the share certificate(s) in relation to the Shares

6 3 On Completion the Company shall pay the Purchase Price to the Seller in such manner as is agreed

6 4 On Completion a meeting of the board of directors of the Company shall be held at which the purchase of the Shares by the Company in accordance with this Agreement shall be approved (subject to stamping)

## 7. **WARRANTIES**

7 1 The Seller warrants that he is the legal and beneficial owner of the Shares, and entitled to sell them with full title guarantee on the terms of this Agreement without the consent of any third party

## 8. **GENERAL**



8 1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings between the parties with respect thereto

8 2 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law

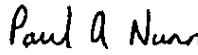
- 8 3 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision
- 8 4 The proper law of this Agreement is the Law of England and this Agreement shall for all purposes be governed and construed and enforced and performed in accordance with the Laws of England, and each party hereby expressly submits to the jurisdiction of the English Courts
- 8 5 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act

**EXECUTED** as a Deed by each of the parties and delivered on the date set out at the head of this Agreement

**SIGNED and DELIVERED** as a Deed by **EDWARD FREDERICK BOVINGDON**

 E.F.  
Signed  
  
Print Name

**WITNESSED by**


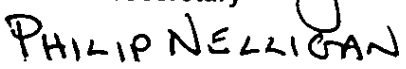
  
Signed

**PAUL ALAN NUNN**  
Print Name


**23 LICHFIELD ROAD**  
**DAGENHAM, ESSEX RM8 2AT**  
Address  
**FINANCIAL CONTROLLER**  
Occupation

**SIGNED and DELIVERED** as a Deed by **A.C.S ACQUISITIONS LIMITED** acting through two of its directors or a director and the company secretary

 E.B.  
Director  
  
Print Name

  
Director/Secretary  
  
Print Name

SIGNED and DELIVERED as a  
Deed by RAYMOND ATKINSON

  
Signed  
RAY ATKINSON  
Print Name

WITNESSED by

Paul A Nunn  
Signed

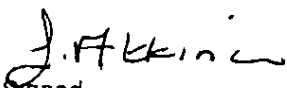
PAUL ALAN NUNN  
Print Name

23 LICHFIELD ROAD

DAGENHAM, ESSEX RM8 2AT  
Address

FINANCIAL CONTROLLER  
Occupation

SIGNED and DELIVERED as a  
Deed by JEANETTE ATKINSON

  
Signed  
J. ATKINSON  
Print Name

WITNESSED by

Paul A Nunn  
Signed

PAUL ALAN NUNN  
Print Name

23 LICHFIELD ROAD

DAGENHAM, ESSEX RM8 2AT  
Address

FINANCIAL CONTROLLER  
Occupation