

Company Number: 02320087

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

**WRITTEN RESOLUTION
of
TK COMPONENTS LIMITED
(the "Company")**

On 11 September 2013 the following special resolution was duly passed in accordance with chapter 2 of part 13 of the Companies Act 2006

SPECIAL RESOLUTION

THAT the terms of an agreement (the "**Agreement**") proposed to be made between (1) Jill Kelly and (2) the Company for the purchase by the Company of 450 ordinary shares of £1 each in the capital of the Company (a copy of which is attached to this resolution and is, for the purpose of identification, initialled by the Company Secretary) be approved for all purposes including, without limitation, Section 694 of the Act and the Company be authorised to enter into the Agreement


Director

WEDNESDAY



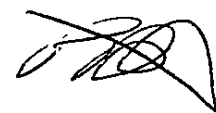
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COMPANIES HOUSE



DATED

2013

Execution Version 10 September 2013

SHARE PURCHASE AGREEMENT

relating to

the off-market purchase of shares

in TK COMPONENTS LIMITED

Linder Myers LLP
19 Spring Gardens
Manchester
M2 1FB
Tel 0161 832 9272
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**LINDER MYERS
SOLICITORS**

LOCAL NATIONAL INTERNATIONAL

REF PAJ/103641 1

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THIS AGREEMENT is made the day of 2013

BETWEEN:

- (1) **JILL KELLY** of High Bank, Back Lane, Charlesworth, Glossop, Derbyshire SK13 5HJ (the "**Seller**"), and
- (2) **TK COMPONENTS LIMITED** (incorporated and registered in England and Wales with company number 02320087) whose registered office is at Unit 3, Cranberry Drive, Denton, Manchester M34 3UL (the "**Company**")

BACKGROUND

The Seller has agreed to sell and the Company has agreed to buy the Shares on and subject to the terms and conditions of this agreement

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1 1 The definitions set out in this Clause 1 1 apply in this agreement
 - "**Completion**" completion of the sale and purchase of the Shares in accordance with this agreement
 - "**Completion Date**" the date of this agreement
 - "**Parties**" the parties to this agreement
 - "**Price**" £4,898,575
 - "**Shares**" the 450 ordinary shares of £1 each in the Company, registered in the name of the Seller (all of which are fully paid).
 - "**Seller's Solicitor**" Russell-Cooke LLP of Bedford Row, London WC1R 4BX
- 1 2 Clause headings do not affect the interpretation of this agreement
- 1 3 Words in the singular include the plural and in the plural include the singular
- 1 4 A reference to one gender includes a reference to the other gender

2. SALE AND PURCHASE

On the terms of this agreement and with effect from Completion, the Seller shall sell, and the Company shall buy, the Shares

- 2 1 with full title guarantee, and
- 2 2 free from all claims, charges, liens, encumbrances, equities and adverse rights of any description

and the Seller warrants that save for the Price and any debt due to her in connection with the directors' current account (which debt she has agreed to assign to Mr Thomas William Kelly), there is no outstanding indebtedness or other liability (actual or contingent) and no outstanding, contract, commitment or arrangement between the Company and the Seller

3. PRICE

The Price is payable by the Company in cash on Completion to the Seller

4. COMPLETION

4 1 Completion shall take place on the Completion Date at the registered office of the Company

4 2 At Completion the Seller shall deliver

4 2 1 a duly executed transfer of the Shares in favour of the Company, and

4 2 2 the share certificates for the Shares or an indemnity, in a form approved by the Company, for any lost certificates

4 3 At Completion the Company shall pay the Price by telegraphic transfer for same day value to the Seller's Solicitor's client account at National Westminster Bank Plc (sort code 60-17-11 account number 20411766) and such payment shall constitute a valid discharge of the Company's obligations pursuant to Clause 3

5. FURTHER ASSISTANCE

The Seller shall (at its expense) promptly execute and deliver all such documents, and do all such things, as the Company may from time to time reasonably require for the purpose of giving full effect to the provisions of this agreement

6. ENTIRE AGREEMENT AND VARIATION

6 1 This agreement constitutes the entire and only legally binding agreement between the Parties relating to its subject matter and it supersedes any arrangements, understanding or previous agreement between them relating to that subject matter

6 2 Any variation of this agreement must be in writing and signed by or on behalf of the Parties

7. AGREEMENT SURVIVES COMPLETION

This Agreement shall remain in effect despite its completion

8. THIRD PARTY RIGHTS

This agreement is made for the benefit of the Parties and their successors and is not

intended to benefit, or be enforceable by, anyone else

9. 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

10. GOVERNING LAW AND JURISDICTION

- 10 1 This agreement and any disputes or claims arising out of, or in connection with, its subject matter or formation (including, without limitation, non-contractual disputes or claims) are governed by and construed in accordance with the law of England
- 10 2 The Parties unconditionally and irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this agreement or its subject matter or formation (including, without limitation, non-contractual disputes and claims)

This agreement has been signed on behalf of the Parties on the date stated at the beginning of it

SIGNED by the said **JILL KELLY**

Signature

SIGNED by **PAUL ALAN ARROWSMITH** for and on behalf of
TK COMPONENTS LIMITED

Signature