

760309

DATED

2nd February

1995

D. M. . TAYLOR, ESQ.

PASSED FOR FILING

and

MIDD ENGINEERING (COVENTRY) LIMITED

A G R E E M E N T

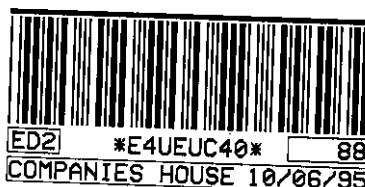
for the Sale and Purchase of the
whole of the issued share capital of
TAYLORITE MOULDING COMPANY LIMITED

Brindley Twist Tafft & James
Solicitors
Lowick Gate
Siskin Drive
Coventry

JCR. Deeming. CT

We certify this a true
and complete copy of
the Agreement to which it
relates.

Brindley Twist Tafft & James
Solicitors
Coventry.



PRESENTED

20 APR 1995
1995

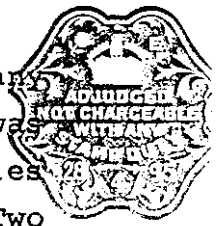
No. 220580

THIS AGREEMENT is made the Second day of February
BETWEEN: -

- (1) DAVID MARK TAYLOR of 3 Lucerne Road Highbury London N5 1TZ ("the Transferor")
- (2) MIDD ENGINEERING (COVENTRY) LIMITED (Company Number 760309) whose registered office is at 207b Swan Lane Coventry CV2 4GE ("the Transferee")

WHEREAS

- (A) Taylorite Moulding Company Limited (Company Registration Number 848010) ("the Company") was incorporated on the 6th of May 1965 under the Companies Act 1948 and has an authorised share capital of Two Thousand Pounds (£2,000.00) divided into 2,000 shares of £1. each all of which have been issued and fully paid and are owned by the Transferor
- (B) The Transferee was incorporated on the 8th of May 1963 under Companies Act 1948 and has at the date hereof an authorised share capital of Fifteen Thousand Eight Hundred and Twenty-seven Pounds (£15,827.00) divided into 15,827 shares of £1. each of which 5,000 have been issued and are fully paid and are also owned by the Transferor



NOW IT IS AGREED as follows: -

1. THE Transferor hereby agrees to exchange his holding of 2,000 shares of £1. each of and in the Company (comprising the whole of its authorised and issued share capital) ("the Target Shares") for 7,662 fully paid shares of £1. each of the Transferee ("the Consideration Shares") and the Transferee hereby agrees to issue 7,662 of its fully paid shares of £1. each to the Transferor in manner aforesaid
2. THE exchange of shares effected hereunder is with effect from the date hereof. The Consideration Shares shall rank pari passu with the 5,000 issued shares of the Transferee in all respects
3. THE exchange of shares hereunder shall be completed on the date hereof whereupon: -
 - 3.1 the Transferee shall cause the name of the Transferor to be entered in its register of members in respect of

the Consideration Shares and shall forthwith procure the sealing and delivery to the Transferor of a share certificate covering the Consideration Shares; and

3.2 the Transferor shall deliver to the Transferee a duly executed stock transfer form in respect of the Target Shares together with the share certificates for the Target Shares


4. THE Transferor and the Transferee shall procure that such resolutions of the Company and of the Transferee and of their respective boards of directors shall be passed and shall make or do or procure to be made or done such other deeds acts or things as may be necessary or appropriate to implement the terms of this Agreement

5. THE Transferor hereby waives any rights of pre-emption in respect of the Target Shares contained in the Company's Articles of Association

6. THIS Agreement and Form G88(2) in relation to the allotment of the Consideration Shares shall be filed with the Registrar of Companies

AS WITNESS the hands of the parties the day and year first before written

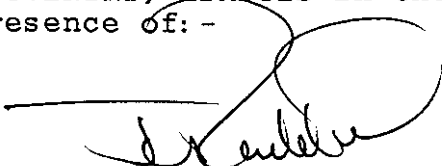
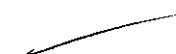
SIGNED by the said DAVID
MARK TAYLOR in the presence
of: -


Solicitor
Coventry

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)
)



SIGNED by RONALD FREDERICK
TAYLOR a director duly
authorised for and on behalf
of MIDD ENGINEERING
(COVENTRY) LIMITED in the
presence of: -

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