

270334

The Companies Act 2006

Company limited by shares

1st Class Gas Limited

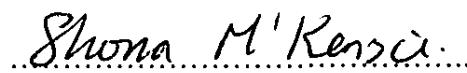
**Resolutions in writing of the eligible members of the Company
passed in accordance with section 288 of the Companies Act 2006**


We, the undersigned, being the required majority of eligible members of the company, **resolve** as follows:

Special Resolution

That the terms of the agreement proposed to be made between the Vendors named in the agreement and the company for the purchase by the company of 10 ordinary "A" voting shares of £0.10p each in the capital of the company, 1 ordinary "B" non-voting share of £1.00p each in the capital of the company, and 1 ordinary "E" non-voting share of £1.00p each in the capital of the company as set out in the draft Agreement produced to the meeting and marked "C" for the purposes of identification (the "**Agreement**") be and are approved and that the Company be and is authorised to enter into the Agreement.


.....
Ian Turnbull


.....
Shona McKenzie


.....
David West

FRIDAY



S21B6XIW
SCT 01/02/2013 #152
COMPANIES HOUSE

31/01/2013

AGREEMENT

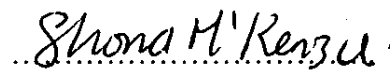
Relating to the purchase by the Company of its own shares


- (1) **The persons listed in the schedule**
- (2) **1st Class Gas Limited**

Dated

This is the draft Agreement marked "C" referred to in the foregoing Special Resolution


.....
Ian Turnbull


.....
Shona McKenzie


.....
David West

This Agreement is made the day of 2013

Between:

- (1) The Persons whose names and addresses are set out in the schedule (the "Vendors")
- and
- (2) **1st Glass Gas Limited** (company number SC270334) whose registered office is at 18 Bon-Accord Crescent, Aberdeen AB11 6XY (the "**Company**")

Background

- (A) The Vendors are the legal and beneficial holders of the Sale Shares (as defined below).
- (B) The draft terms of this Agreement were authorised by written resolution of the Company dated 31st January 2013 to which the draft terms of this Agreement were attached. This authority has not been revoked or varied.
- (C) Pursuant to the powers and authorities conferred by:
 - (a) Part 18 of the Companies Act 2006; and
 - (b) the resolution referred to above

the Company has agreed to purchase the Sale Shares on the terms set out in this Agreement.

It is agreed as follows:

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires:

"**Agreement**" means this Agreement (including any schedule or annexure to it and any document in agreed form);

"**Completion**" means completion of this Agreement in accordance with Clause 4; and

"**Sale Shares**" means 10 ordinary "A" voting shares of £0.10p each, and 1 ordinary "B" non-voting share of £1.00p each and 1 ordinary "E" non-voting share of £1.00 each in the capital of the Company.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;

- (b) a reference to clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear; and
- (c) headings are for convenience only and shall not affect the interpretation of this Agreement.

2. Sale and purchase

The Vendors shall sell and the Company shall purchase the Sale Shares with:

- (a) full title guarantee but free from all charges and encumbrances (whether monetary or not) and all other rights exercisable by third parties which the Vendors do not and could not reasonably be expected to know about, and
- (b) all rights attaching or accruing to them at Completion.

3. Consideration

The aggregate consideration shall be £195,002.

4. Completion

Completion of the sale and purchase of the Sale Shares shall take place on the 31st day of January 2013 ("the Completion Date") notwithstanding the date or dates hereof when:

- (a) the Vendors shall deliver to the Company the share certificates or indemnities for lost certificates in respect of the Sale Shares;
- (b) David Ernest West ("Mr. West") shall deliver to the Company written resignation in agreed form as a Director of the Company;
- (b) the Company shall pay the purchase price to the Vendors in cash as follows, namely:
 - (1) the sum of £1.00 Sterling to Mrs. West for her One Ordinary "E" Non Voting Share in exchange for delivery of a completed and signed Stock Transfer Form in respect of the One Ordinary "E" Non Voting Share in favour of the Company;
 - (2) the sum of £1.00 Sterling to Mr. West for his One Ordinary "B" Non Voting Share in exchange for delivery of a completed and signed Stock Transfer Form in respect of the One Ordinary "B" Non Voting Share in favour of the Company;
 - (3) the sum of £39,000 Sterling to Mr. West as a first instalment payment for his Ten Ordinary "A" Voting Shares in exchange for delivery of a completed and signed Stock Transfer form in respect of Two Ordinary "A" Voting Shares in favour of the Company; and

(4) the balance of the price amounting to £156,000 by way of eight quarterly payments each of £19,500 Sterling payable on the First days of May, August and November in 2013, and the First days of February, May August and November in 2014 and the First day of February 2015, and in exchange for each instalment payment Mr. West will deliver to the Company a duly completed and signed Stock Transfer Form for One "A" Voting Share in favour of the Company.

Notwithstanding the fact that the full purchase price has not at the Completion Date been paid to the said Mr. West, beneficial ownership of the Sale Shares shall pass to the Company on the Completion Date. The Company shall be entitled to cancel the One Ordinary "E" Non Voting Share, the One Ordinary "B" Non Voting Share and Two Ordinary "A" Voting Shares on the Completion Date and, with respect to the remaining Sale Shares, shall be entitled to cancel each of these on receipt of the completed and signed Stock Transfer Forms in exchange for payment of the aforementioned instalments.

During the period from the Completion Date until and including the date on which the last of the Sale Shares has been cancelled:

(1) such remaining Sale Shares shall not entitle the said Mr. West to (a) any distribution (of income or capital) declared, made or paid with respect to them, and (b) receive notice of any meeting of the members of the Company nor to attend or vote at any such meeting, whether under the Articles of Association of the Company or otherwise; and

(2) the said Mr. West shall not be regarded as an eligible member entitled to vote on or sign any written resolution of the members of the Company, whether under the Articles of Association of the Company or otherwise.

The said Mr. West agrees to removal of his rights by this Clause and irrevocably waives and discharges any rights which he would otherwise have had but for such removal. If and to the extent that any such removal, waiver or discharge is ineffective, the said Mr. West irrevocably authorises the Company through its Board of Directors to appoint one of their number to receive any such distribution and to vote or to sign any written resolution on or with respect to the remaining Sale Shares but for the benefit and in accordance with the directions (by majority vote according to the number of Shares of the Company held) of the members of the Company other than the said Mr. West.

5. General

- 5.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.
- 5.2 No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.
- 5.3 After the Completion Date the Vendors shall execute such documents and take such steps as the Company may reasonably require to vest the full title to the

Sale Shares in the Company and to give the Company the full benefit of this Agreement.

5.4

- (a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart; and
- (b) each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

6. Governing law and jurisdiction

- 6.1 This Agreement shall be governed by and construed in accordance with Scottish Law.
- 6.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the Courts of Scotland.

This Agreement has been signed on the date appearing at the head of page 1.

Executed as a Deed by
David Ernest West
in the presence of

Signature of Witness:

Name:
Address:
Occupation:

Executed as a Deed by
Mrs. Eileen Margaret West
in the presence of

Signature of Witness:

Executed as a Deed by
1st Glass Gas Limited
acting by:

Director:

Signature of Witness:

Schedule
(The Vendors)

<i>Name</i>	<i>Address</i>	<i>No. of Ordinary "A" Voting Shares of £0.10p each</i>	<i>Consideration (£)</i>
David Ernest West	33 Scotstown Gardens Bridge of Don Aberdeen AB23 8HX	10	195,000.00
David Ernest West	33 Scotstown Gardens Bridge of Don Aberdeen AB23 8HX	<i>No. of Ordinary "B" Non-Voting Shares of £1.00 each</i>	
		1	1.00
Mrs. Eileen Margaret West	33 Scotstown Gardens Bridge of Don Aberdeen AB23 8HX	<i>No. of Ordinary "E" Non-Voting Shares of £1.00 each</i>	
		1	1.00
<i>Total</i>		<u>12</u>	<u>£195.002.00</u>

DW _____

EW _____

DIRECTOR