

6312200

DATED 25th January 2008

GEORGE V CUMMINS LIMITED

GEORGE VERNON CUMMINS

MICHAEL ROBERT STUBBS

IAN REICHARD

and

GV CUMMINS LIMITED

SUPPLEMENTAL AGREEMENT

As within

THURSDAY



AI57IWTB

A51

31/01/2008

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COMPANIES HOUSE

McKenzie Bell
solitors



We certify this to be a
true copy of the original

McKenzie Bell

MCKENZIE BELL, SOLITORS
19 John Street, Sunderland

The Galleries
Washington, NE38 7SD

19 John Street,
Sunderland SR1 1JG

55 Middle Street,
Blackhall TS27 4EE

THIS AGREEMENT is made the Twenty fifth day of January Two thousand and eight BETWEEN:-

- (1) **GEORGE V. CUMMINS LIMITED** (Co Reg No 588193) whose registered office is at 26 Sedling Road Wear Industrial Estate Washington NE38 9BZ ("the Company")
- (2) **GEORGE VERNON CUMMINS** of 5 Briar Close Shiney Row Houghton le Spring DH4 4PY ("Mr Cummins")
- (3) **MICHAEL ROBERT STUBBS** of 2 Whitburn Road Roker Sunderland SR6 9NQ ("Mr Stubbs")
- (4) **IAN REICHARD** of 10 Ashdale Court Sunderland SR6 9SZ ("Mr Reichard")
- (5) **GV CUMMINS LIMITED** (Co Reg No 6312200) whose registered office is at 26 Sedling Road Wear Industrial Estate Washington NE38 9BZ ("G V Limited")

WHEREAS:-

- (1) This agreement is supplemental to an Agreement dated 3rd October 2007 made between the same parties as the parties hereto ('the Agreement') relating to the sale of certain shares in the Company
- (2) Included in the profit shown in the Accounts is full consideration for work done amounting to £20,0000 on behalf of SDC Builders Limited ('the SDC Debt')

NOW IT IS HEREBY AGREED as follows -

- 1 Words and expressions defined in the Agreement have the same meaning in this agreement
- 2 For the avoidance of doubt the following words shall be added at the end of sub-clause 3 5 of Schedule 1 of the Agreement
"but any such excess repayments shall be applied unless Mr Cummins and Mr Stubbs otherwise agree in the manner set out in sub-clause 3 3 of this clause"
- 3 The Cummins Loan Stock and the Stubbs Loan Stock shall be non-transferable but shall enure respectively for the benefit of the estates of Mr Cummins and Mr Stubbs
- 4 In the event of the Company not receiving payment of the SDC Debt in whole or in part then the consideration payable by G V Limited for Mr Cummins' shares in the Company shall be reduced by re-calculating the net profit of the Company as referred to in clause 1 1 of the Agreement by making provision for amounts not actually received by the Company in respect of the SDC Debt

IN WITNESS whereof the parties have executed this deed the day and year first
hereinbefore written

EXECUTED as a **DEED** by the said)

GEORGE V CUMMINS LIMITED)

Acting by Two Directors)

Ian Reichard

Director

G. Cummins.

Director

SIGNED as a **DEED** by the said)

GEORGE VERNON CUMMINS)

In the presence of -)

G. Cummins.

Peter W. Taylor
19 John Street
Sunderland
Solicitor

SIGNED as a **DEED** by the said)

MICHAEL ROBERT STUBBS in the)

presence of. -)

M. R. Stubbs

Peter W. Taylor

SIGNED as a **DEED** by the said)

IAN REICHARD in the presence of -)

Ian Reichard

Peter W. Taylor

EXECUTED as a **DEED** by the said)

GV CUMMINS LIMITED)

Acting by Two Directors)

Ian Reichard

Director

J. M.

Director