

Company Number: 02925618

FBL (INVESTMENTS) LIMITED

Written resolution passed on the 12th day of April 2007 in accordance with Section 381A Companies Act 1985 by all the members, who would, if the resolution had been proposed at a general meeting of the Company, be entitled to attend that meeting and vote on the resolution

SPECIAL RESOLUTION

That, in accordance with Section 164 Companies Act 1985, the agreement proposed to be made between the Company and Robert McNidder Fearnough pursuant to which the Company shall purchase from Robert McNidder Fearnough 1,250 Ordinary Shares of £1 each in the capital of the Company in the form attached to this Written Resolution and initialled for the purpose of identification be and is hereby approved

Diana Fearnough
DIANA FEARNEHOUGH

12 - 04 - 07

Date

Nicholas Jeffrey
NICHOLAS JEFFREY

12/4/07

Date



DATED 12 April 2007



- (1) ROBERT MCNIDDER FEARNEHOUGH
- (2) FBL (INVESTMENTS) LIMITED

AGREEMENT

COMPANIES HOUSE

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THIS AGREEMENT is made the 12th day of April 2007

BETWEEN:

- (1) **ROBERT MCNIDDER FEARNEHOUGH** of Green Paddocks, Cowley Lane, Holmesfield, Dronfield, Derbyshire S18 7SD (the "Vendor"), and
- (2) **FBL (INVESTMENTS) LIMITED** (CRN 02925618) whose registered office is Green Paddocks, Cowley Lane, Holmesfield, Dronfield, Derbyshire, S18 7SD (the "Company")

WHEREAS:

- (A) The Company was incorporated in England on 4 May 1994 and is a private company limited by shares
- (B) In accordance with its Articles of Association the Company has the necessary power to enter in to this Agreement
- (C) This Agreement has been approved by a Written Resolution passed on the date hereof
- (D) The Vendor has agreed to sell 1,250 ordinary shares (the "Shares") of £1 each to the Company subject to the terms and conditions of this Agreement

IT IS HEREBY AGREED as follows

1. SALE AND PURCHASE OF THE SHARES

Subject to the terms and conditions of this Agreement the Vendor shall sell with immediate effect and with full title guarantee and the Company shall purchase the Shares free from all liens, charges, encumbrances, equities and claims whatsoever **TOGETHER WITH** all rights attaching thereto for a consideration of £26 00 per Share payable in accordance with clause 2

2. COMPLETION

- 2.1 Completion of the sale and purchase of the Shares shall take place immediately after the signing hereof ("Completion")

- 2 2 At Completion the Company will pay to the Vendor by way of telegraphic transfer into the Vendor's account or by cheque the sum of £32,500
- 2 3 Against payment of the sums referred to in clause 2 2 the Vendor shall deliver to the Company the relevant share certificates (or duly executed indemnities in respect of lost share certificates) in respect of the Shares and hereby acknowledges that he accepts the payment of the purchase price for his Shares under this Agreement in full satisfaction of all rights he has against the Company in respect of such Shares
- 2 4 The Company shall be responsible for the processing and for the filing of the requisite forms recording the above acquisition at the Companies Registry

3. WARRANTIES OF THE VENDORS

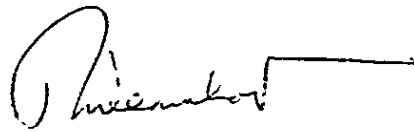
The Vendor warrants to the Company that the Shares held by him will be sold free of charge, liens or other encumbrances


4. GENERAL

- 4 1 The Company shall pay all stamp and other duties payable in respect of the purchase of the Shares
- 4 2 The headings to this Agreement are for convenience only and shall not effect the construction thereof
- 4 3 English law will apply to this Agreement

IN WITNESS whereof this Agreement has been duly executed on the day and year set out at the beginning of this Agreement

EXECUTED AS A DEED by the above)
named ROBERT MCNIDDER)
FEARNEHOUGH in the presence of)



Witness 

Name S.C. TAYLOR

Address 17 WESTBANK CLOSE
COAL ASTON DROMFIELD S18 3DE

Occupation SECRETARY

EXECUTED AS A DEED by the above)
named FBL (INVESTMENTS) LIMITED by)
the signatures of)



Director



Director / Secretary