

THE COMPANIES ACTS 1985 TO 1989  
PRIVATE COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTION  
OF

THE HERITAGE PUB COMPANY LIMITED

(Company Number: 3004859)

(Passed 4-10-2002)

WE, being the holders of all of the issued Ordinary £1.00 Shares and the 7 ¼% Cumulative Redeemable Preference Shares being all the issued capital of the Company entitled to attend and vote at an Extraordinary General Meeting of the Company HEREBY RESOLVE that the following Resolution be passed as a Special Resolution:

SPECIAL RESOLUTION

THAT the terms of the contracts proposed to be made between the Company and:

Mr David John Harrison for 20,000 7 ¼% Cumulative Redeemable Preference Shares at par

D J Harrison, J Finney and Deloitte & Touche Pension Trustees Limited as Trustees of the Heritage Pub Company Directors' Pension Scheme for 24,000 7 ¼% Cumulative Redeemable Preference Shares at par

And

The Heritage Pub Company (Holdings) Limited for 36,000 7 ¼% Cumulative Redeemable Preference Shares at par

in the capital of the Company from The Heritage Pub Company Limited the terms of which are set out in the proposed contracts annexed to this Resolution in Writing, be and are hereby authorised.

For and on behalf of The Heritage Pub  
Company (Holdings) Limited

Mr D J Harrison (Signature and Date)



44-10-04

.....  
Mr D J Harrison as Trustee to The Heritage  
Pub Company Directors' Pension Scheme  
(Signature and Date)

.....  
Mr J Finney as Trustee to The Heritage Pub  
Company Directors' Pension Scheme  
(Signature and Date)

.....  
Deloitte & Touche Pension Trustees Limited  
as Trustee to The Heritage Pub Company  
Directors' Pension Scheme  
(Signature and Date)

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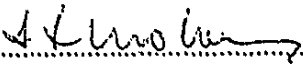
.....  
For and on behalf of The Heritage Pub  
Company (Holdings) Limited

.....  
Mr D J Harrison (Signature and Date)

.....

Mr D J Harrison as Trustee to The Heritage  
Pub Company Directors' Pension Scheme  
(Signature and Date)

Mr J Finney as Trustee to The Heritage Pub  
Company Directors' Pension Scheme  
(Signature and Date)

  
.....  
Deloitte & Touche Pension Trustees Limited  
as Trustee to The Heritage Pub Company  
Directors' Pension Scheme  
(Signature and Date)

2002

Mr David John Harrison

and

The Heritage Pub Company Limited

Agreement for Purchase of Own Shares

44 - 10 - 04

THIS AGREEMENT is made the fourth day of October two thousand and two

**B E T W E E N** Mr David John Harrison of The Archway, Main Street, Winstar, Matlock, Derbyshire hereinafter called "the Vendor") of the one part and The Heritage Pub Company Limited (registered in England No 3004859) whose registered office is at Donington House, Riverside Road, Pride Park, Derby, DE24 8HY (hereinafter called "the Purchaser") of the other part.

WHEREAS

- (a) The Vendor is the registered holder of 20,000 7½% Redeemable Cumulative preference shares of £1.00 each in the capital of the Purchaser and wishes to sell all 20,000 shares of £1.00 each (hereinafter called "the Purchase Shares") at par value.
- (b) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Purchase Shares on the terms and conditions hereinafter mentioned.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto as follows:

- 1. THE Vendor as beneficial owner shall sell and the Purchaser shall purchase the Purchase Shares free from all claims, charges, liens encumbrances and equities.
- 2. THE purchase price for the Purchase Shares shall be £1.00 per share (£20,000 in total) such price is payable on four October 2002 ("the Completion Date") out of the distributable profits of the Purchaser.
- 3. COMPLETION of the said sale and purchase shall take place on four October 2002 and at completion:

- 4 4 - 1 0 - 0 4
- (i) the Vendor shall hand to the Purchaser his share certificate in respect of his shareholding;
  - (ii) the Vendor shall execute and do all such other documents acts and things as the Purchaser shall require in order to perfect the right title and interest of the Purchaser to and in the Purchase Shares and to procure the cancellation of the Purchase Shares;
  - (iii) the Purchaser shall deliver to the Vendor or any person producing the part of this Agreement signed by the Vendor a cheque in favour of the Vendor for £20,000 in respect of the purchase price;
  - (iv) the delivery of such cheque as aforesaid shall constitute a complete discharge to the Purchaser in respect of the purchase price to be paid by it under this Agreement, and the Purchaser shall not be concerned further with such purchase price or to see that the Vendor actually receives it.

4. EACH party will pay its own costs and expenses in relation to the preparation, execution and carrying into effect of this Agreement.

5. THIS Agreement shall be governed by and construed under English Law and each of the parties hereto agrees to submit to the jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

AS WITNESS the hands of or on behalf of the parties hereto the day and year first before written.

SIGNED by

) Mr David John Harrison

*Mac*

)

)

in the presence of:

Name of witness

*JEAN HANCOCK*

Signature of witness

*JEAN HANCOCK*

Address

*23 WILSON CLOSE*

*MICKLEOVER*

*DERBY DE3 0BT*

*Secretary*

SIGNED by

) Mr Francis John Finney

) For and on behalf of

) The Heritage Pub Company Limited

*[Signature]*

in the presence of:

Name of witness

*JEAN HANCOCK*

Signature of witness

*JEAN HANCOCK*

Address

*23 WILSON CLOSE*

*MICKLEOVER*

*DERBY DE3 0BT*

*Secretary*



4-10-2002

The Heritage Pub Company (Holdings) Limited

and

The Heritage Pub Company Limited

Agent for Purchase of Own Shares

THIS AGREEMENT is made the ~~4th~~ day of ~~October~~ two thousand and two

B E T W E E N The Heritage Pub Company (Holdings) Limited of Donington House, Riverside Road, Pride Park, Derby, DE24 8HY hereinafter called "the Vendor") of the one part and The Heritage Pub Company Limited (registered in England No 3004859) whose registered office is at Donington House, Riverside Road, Pride Park, Derby, DE24 8HY (hereinafter called "the Purchaser") of the other part.

WHEREAS

- (a) The Vendor is the registered holder of 36,000 7½% Redeemable Cumulative preference shares of £1.00 each in the capital of the Purchaser and wishes to sell all 36,000 shares of £1.00 each (hereinafter called "the Purchase Shares") at par value.
- (b) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Purchase Shares on the terms and conditions hereinafter mentioned.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto as follows:

1. THE Vendor as beneficial owner shall sell and the Purchaser shall purchase the Purchase Shares free from all claims, charges, liens encumbrances and equities.
2. THE purchase price for the Purchase Shares shall be £1.00 per share (£36,000 in total) such price is payable on ~~4th October~~ 2002 ("the Completion Date") out of the distributable profits of the Purchaser.
3. COMPLETION of the said sale and purchase shall take place on ~~4th October~~ 2002 and at completion:

- (i) the Vendor shall hand to the Purchaser their share certificate in respect of their shareholding;
- (ii) the Vendor shall execute and do all such other documents acts and things as the Purchaser shall require in order to perfect the right title and interest of the Purchaser to and in the Purchase Shares and to procure the cancellation of the Purchase Shares;
- (iii) the Purchaser shall deliver to the Vendor or any person producing the part of this Agreement signed by the Vendor a cheque in favour of the Vendor for £36,000 in respect of the purchase price;
- (iv) the delivery of such cheque as aforesaid shall constitute a complete discharge to the Purchaser in respect of the purchase price to be paid by it under this Agreement, and the Purchaser shall not be concerned further with such purchase price or to see that the Vendor actually receives it.

4. EACH party will pay its own costs and expenses in relation to the preparation, execution and carrying into effect of this Agreement.


5. THIS Agreement shall be governed by and construed under English Law and each of the parties hereto agrees to submit to the jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

AS WITNESS the hands of or on behalf of the parties hereto the day and year first before written.

SIGNED by

) Mr D J Harrison for and on behalf of The Heritage Pub  
Company (Holdings) Limited

)



in the presence of:

Name of witness

JEAN HANCOCK

Signature of witness

JA Hancock

Address

23 WILSON CLOSE

MICKLEOVER

DERBY DE3 0BT

Secretary

SIGNED by

) Mr Francis John Finney  
) For and on behalf of  
) The Heritage Pub Company Limited



in the presence of:

Name of witness

JEAN HANCOCK

Signature of witness

JA Hancock

Address

23 WILSON CLOSE

MICKLEOVER

DERBY DE3 0BT

Secretary

4 - 10 - 2002

David John Harrison

Francis John Finney

Deloitte & Touche Pension Trustees Limited

and

The Heritage Pub Company Limited

Agreement for Purchase of Own Shares

THIS AGREEMENT is made the 4th day of October two thousand and two

BETWEEN David John Harrison of The Archway Main Street Winster Derbyshire DE4 2DH Francis John Finney of 4 Adelphi Close Littleover Derby DE23 7XJ Deloitte & Touche Pension Trustees Limited (Company Number 02172291) whose registered address is Hill House, 1 Little New Street, London, EC4A 3TR as trustees of The Heritage Pub Company Directors' Pension Scheme (hereinafter called "the Vendor") of the one part and The Heritage Pub Company Limited (registered in England No 3004859) whose registered office is at Donington House, Riverside Road, Pride Park, Derby, DE24 8HY (hereinafter called "the Purchaser") of the other part.

WHEREAS

- (a) The Vendor is the registered holder of 24,000 7½% Redeemable Cumulative preference shares of £1.00 each in the capital of the Purchaser and wishes to sell all 24,000 shares of £1.00 each (hereinafter called "the Purchase Shares") at par value.
- (b) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Purchase Shares on the terms and conditions hereinafter mentioned.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto as follows:

1. THE Vendor as owner shall sell and the Purchaser shall purchase the Purchase Shares free from all claims, charges, liens encumbrances and equities
2. THE purchase price for the Purchase Shares shall be £1.00 per share (£24,000 in total) such price is payable on 4th October 2002 ("the Completion Date") out of the distributable profits of the Purchaser

44 - 10 - 04

3. COMPLETION of the said sale and purchase shall take place on ~~4th October~~ 2002 and at completion:

- (i) the Vendor shall hand to the Purchaser their share certificate in respect of their shareholding;
- (ii) the Vendor shall execute and do all such other documents acts and things as the Purchaser shall require in order to perfect the right title and interest of the Purchaser to and in the Purchase Shares and to procure the cancellation of the Purchase Shares;
- (iii) the Purchaser shall deliver to the Vendor or any person producing the part of this Agreement signed by the Vendor a cheque in favour of the Vendor for £24,000 in respect of the purchase price;
- (iv) the delivery of such cheque as aforesaid shall constitute a complete discharge to the Purchaser in respect of the purchase price to be paid by it under this Agreement, and the Purchaser shall not be concerned further with such purchase price or to see that the Vendor actually receives it.

4. EACH party will pay its own costs and expenses in relation to the preparation, execution and carrying into effect of this Agreement.

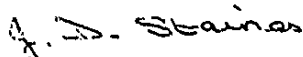
5. THIS Agreement shall be governed by and construed under English Law and each of the parties hereto agrees to submit to the jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

AS WITNESS the hands of or on behalf of the parties hereto the day and year first before written.

SIGNED as a deed, and delivered when  
dated, by David John Harrison in the  
presence of:



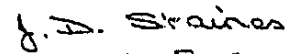
Witness

Signature   
Name JUNE STAINES  
Occupation ASSISTANT ACCOUNTANT  
Address 4 CROMFORD ROAD  
CHADDESDEN  
DERBY DE21 4JR

SIGNED as a deed, and delivered when  
dated, by Francis John Finney in the  
presence of:

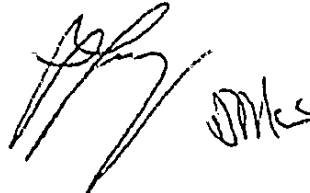


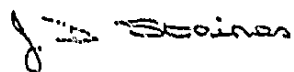
Witness

Signature   
Name JUNE STAINES  
Occupation ASSISTANT ACCOUNTANT  
Address 4 CROMFORD ROAD  
CHADDESDEN  
DERBY DE21 4JR

SIGNED as a deed, and delivered when  
dated, by The Heritage Pub Company Limited  
by Mr Francis John Finney as agreed by the members:

Director  
Signature  
Name



  
JUNE STAINES  
4 CROMFORD ROAD  
CHADDESDEN  
DERBY DE21 4JR



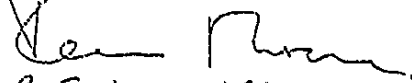
SIGNED as a deed, and delivered when  
dated, by **Deloitte & Touche Pension Trustees Limited**  
acting by two of its officers:

Director  
Signature  
Name

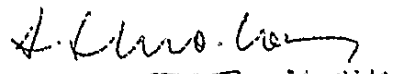
Director  
Signature  
Name

SIGNED as a deed, and delivered when  
dated, by Deloitte & Touche Pension Trustees Limited  
acting by two of its officers:

Director  
Signature  
Name

  
R. F. MITCHELL

Director  
Signature  
Name

  
J. J. THOMAS