

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

METHUEN PUBLISHING LIMITED

(the "Company")

Pursuant to section 381(A) of the Companies Act 1985 (the "Act")

Passed on 1 June 2006

We, the undersigned, being all the members of the Company who are at the date hereof entitled to attend and vote at a general meeting of the Company, hereby pass the following resolutions in writing (such resolutions to have effect as special resolutions and as an ordinary resolution) pursuant to section 381A, Companies Act 1985 (as amended):

SPECIAL RESOLUTION

THAT

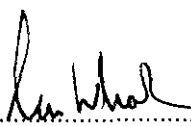
- (a) the terms of an agreement between the Company and Ms D M Cruickshanks for the purchase by the Company of 43,920 B ordinary shares of 0.05p each in the capital of the Company held by Ms D M Cruickshanks as set out in the draft purchase agreement attached to this resolution (the "Purchase Agreement") be approved and the Company be authorised to enter into the Purchase Agreement
- (b) immediately following execution of the Purchase Agreement the payment by the Company from its distributable reserves the sum of £81,239.00 for the purchase of its own shares pursuant to the Purchase Agreement, be approved.



ORDINARY RESOLUTION

THAT the purchase by the Company of 43,920 B ordinary shares of 0.05p each in the capital of the Company for the total sum of £81,239.00 to Ms D M Cruickshanks be approved.

..... Dated
Peter Tummons


..... Dated 1 June 06
Quester VCT Plc

..... Dated
Geoffrey Strachan

NB A copy of this Resolution was sent to the Auditors of the Company on the 1st day of June 2006 in accordance with section 318B of the Companies Act 1985 (as amended by the Deregulation (Resolution of Private Companies) Order 1996)

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Peter Tummons

Dated

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Quester VCT Plc

Dated

Geoffrey Strachan
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Dated *June 1st 2006*

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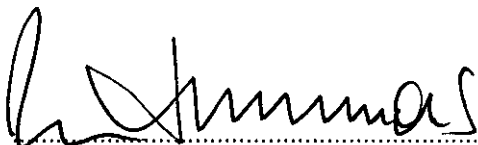
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Quester VCT Plc

Dated

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Dated



Withers Trust Corporation Limited

Dated

1st June 2006

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(1) D M CRUICKSHANKS

and

(2) METHUEN PUBLISHING LIMITED

SHARE BUY BACK AGREEMENT



Belmont House

25/11/2006

Date: 1/6/ 2006

Ref: COM/1605/BH

Belmont House Station Way
Crawley West Sussex RH10 1JA

Telephone +44 (0)1293 742700

Facsimile +44 (0)1293 742995

DX no. DX 85715 Crawley

www.thomaseggar.com

THIS AGREEMENT is dated the

13th day of

JUNE 2006

PARTIES

- (1) D M CRUICKSHANKS c/o John Galley, Westwaters, Oakmere, Belmont Park, Durham DH1 1TW (the "Seller")
- (2) METHUEN PUBLISHING LIMITED incorporated and registered in England and Wales with company number 03543167 whose registered office is at 16 Old Bailey London EC4M 7EG (the "Company").

BACKGROUND

- (A) The Seller is the registered holder of 43,920 B ordinary shares of 0.05p each in the capital of the Company.
- (B) It is proposed that the Company shall purchase the shares held by the Seller which amount to 43,920 B ordinary shares of 0.05p (the Shares) for cancellation on the terms of this agreement.

AGREED TERMS

1. Interpretation

The definitions in the background provision of this agreement shall apply to this agreement.

2. Sale and Purchase of Shares

- 2.1 The Seller in respect of the Shares and with full title guarantee agrees to sell, or procure the sale of, the Shares for a total consideration of £81,239.00 (the "Consideration") and the Company agrees to purchase the same and to pay in cash such Consideration to the Seller upon execution of this agreement (the "Completion Date").
- 2.2 The Seller warrants in respect of the Shares that she has not created any liens, charges or other encumbrances over or in respect of the Shares.

- 2.3 Completion of the sale and purchase of the Shares pursuant to clauses 2.1 shall take place at the trading office of the Company. The Seller undertakes to deliver the share certificate(s) or other evidence of title to the Shares to the Company and the Company shall satisfy its obligation to pay the Consideration due in respect of the Shares.

3. Confidentiality

- 3.1 The Seller undertakes to keep confidential and not at any time to disclose or make known to anyone whatsoever or use for her own or any other person's benefit all information she has obtained relating to the Company, except as may be required by any legal or regulatory authority to which the Seller is subject.

- 3.2 The obligations imposed by the provisions of clause 3.1 shall not apply to the extent that the information in question:

3.2.1 is or comes into the public domain without fault on the part of the party to whom the same was disclosed, or to whose attention the same has come

3.2.2 was already known to the relevant party at the time the same, was disclosed to it or came to its attention or

3.2.3 has been lawfully disclosed to the relevant party by a third party.

4. Further Assurance

The Seller agrees that, on being requested in writing by the Company to do so, she shall, at the Company's expense, immediately execute and sign all such deeds and documents and do all such things as may be reasonably necessary in order to give effect to the terms of this agreement.

5. Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with English law and the parties to this agreement irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this agreement.

6. Entire Agreement

This agreement constitutes the entire and only legally binding agreement between the parties relating to its subject matter and no variation of this agreement shall be effective unless made in writing and signed by or on behalf of all the parties and expressed to be such a variation.

7. Agreement Survives Completion

This agreement shall remain in effect despite its completion.

8. Counterparts

This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

This agreement has been entered into on the date stated at the beginning of it.

SIGNED as a DEED and DELIVERED
by D M CRUICKSHANKS
in the presence of:

}
}
}



Witness signature:

Witness name:

Witness address:

Witness occupation:

EXECUTED as a DEED
by METHUEN PUBLISHING LIMITED
acting by:

}
}
}

.....
Director

.....
Director

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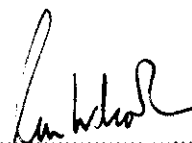
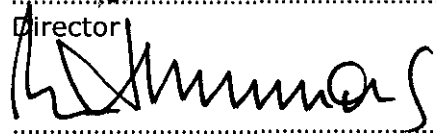
Witness signature:

Witness name:

Witness address:

Witness occupation:

EXECUTED as a DEED }
by METHUEN PUBLISHING LIMITED }
acting by: }


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Director

.....
Director