

Company No 3882481

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS
(Section 288 Companies Act 2006)

OF

EUROGAMER NETWORK LIMITED (the "Company")

Dated: 9 November 2007

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 to 5 below are passed as special resolutions (together the "Special Resolutions")

SPECIAL RESOLUTIONS



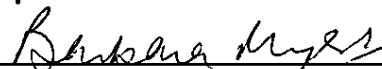







- 1 **IT IS RESOLVED** that the agreement attached to this written resolution and signed for identification by a director of the Company, which is expressed to be made between the Company (1) and John Bye ("Mr Bye") (2) (the "Bye Agreement") and providing for the off-market purchase by the Company of the 2 ordinary shares of £1 each in the capital of the Company from Mr Bye (the "Bye Shares") on the terms specified in the Bye Agreement, be and is hereby approved and authorised for the purposes of section 164 of the Companies Act 1985 (as amended) (the "Act") and that the directors be and are hereby authorised and requested to procure the Company enter into the Bye Agreement.
- 2 **IT IS RESOLVED** that the agreement attached to this written resolution and signed for identification by a director of the Company, which is expressed to be made between the Company (1) and Gareth Johnson ("Mr Johnson") (2) (the "Johnson Agreement") and providing for the off-market purchase by the Company of the 2 ordinary shares of £1 each in the capital of the Company from Mr Johnson (the "Johnson Shares") on the terms specified in the Johnson Agreement, be and is hereby approved and authorised for the purposes of section 164 of the Act and that the directors be and are hereby authorised and requested to procure the Company enter into the Johnson Agreement.
- 3 **IT IS RESOLVED** that all rights of pre-emption granted to each of us by the articles of association of the Company or otherwise in respect of the purchase of the Bye Shares and the Johnson Shares by the Company be and are hereby waived
- 4 **IT IS RESOLVED** that the directors and the secretary be authorised to complete the purchase of the Bye Shares in accordance with the terms of the Bye Agreement and the purchase of the Johnson Shares in accordance with the terms of the Johnson Agreement.
- 5 **IT IS RESOLVED** that the shares which the Company shall have power to issue in place of the Bye Shares and the Johnson Shares purchased by the Company by virtue of section 160(5) of the Act shall be ordinary shares of £1 each



Agreement

Please read the notes at the end of this document before signifying your agreement to the Special Resolutions

The undersigned, being all the members of the Company who are entitled to vote on the Special Resolutions at the date of circulation of the Special Resolutions having been supplied with a copy of the Bye Agreement and the Johnson Agreement pursuant to Schedule 15A of the Companies Act 1985, hereby irrevocably agree to the Special Resolutions

<u>Nicholas James Loman</u> 	Date	2007
<u>Paul Martin Loman</u> 	Date 9/11	2007
<u>Rupert Adam Loman</u> 	Date 9/11/07	2007
<u>Barbara Myers</u> 	Date 9/11	2007
<u>Mat Bettinson</u> 	Date 9/11	2007
<u>Tom Bramwell</u> 	Date	2007
<u>Robert Fahey</u> 	Date	2007
<u>Patrick Garratt</u> 	Date	2007
<u>Mark Kennedy</u> 	Date 09/11/	2007
<u>Kristan Reed</u> 	Date	2007

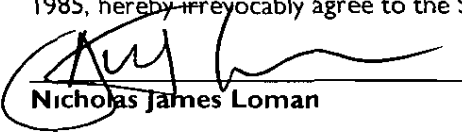
NOTES

- 1 You can choose to agree to all of the Special Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
- 1.1 **By Hand** delivering the signed copy to Paul Martin Loman at 2nd Floor, Wenlock House, 41-43 North Street, Brighton BN1 1RH
- 1.2 **Post** returning the signed copy by post to Paul Martin Loman at 2nd Floor, Wenlock House, 41-43 North Street, Brighton BN1 1RH

Agreement

Please read the notes at the end of this document before signifying your agreement to the Special Resolutions

The undersigned, being all the members of the Company who are entitled to vote on the Special Resolutions at the date of circulation of the Special Resolutions having been supplied with a copy of the Bye Agreement and the Johnson Agreement pursuant to Schedule 15A of the Companies Act 1985, hereby irrevocably agree to the Special Resolutions


Nicholas James Loman

Date 11/11/2007 2007

Paul Martin Loman

Date 2007

Rupert Adam Loman

Date 2007

Barbara Myers

Date 2007

Mat Bettinson

Date 2007

Tom Bramwell

Date 2007

Robert Fahey

Date 2007

Patrick Garratt

Date 2007

Mark Kennedy

Date 2007

Kristan Reed

Date 2007

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- 1.2 **Post** returning the signed copy by post to Paul Martin Loman at 2nd Floor, Wenlock House, 41-43 North Street, Brighton BN1 1RH

- 1 3 **Fax:** faxing the signed copy to 01273 555898 marked "For the attention of Paul Martin Loman"
- 1 4 **E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to paul@loman.net. Please enter "Written resolutions dated 9 November 2007" in the e-mail subject box.

If you do not agree to all of the resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
- 3 Unless, by 7 December 2007, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

DATED 23rd November 2007

Share Buy Back Agreement

(1) EUROGAMER NETWORK LIMITED

and

(2) JOHN BYE

Ref BCR/69678/4521040_I (Eurogamer - Share Buy-Back Agreement -
John Bye) DOC

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THIS AGREEMENT is made

23rd November

2007

BETWEEN:

- (1) **EUROGAMER NETWORK LIMITED** a company registered in England with company number 3882481 whose registered office is at 168 Church Road, Hove, East Sussex BN3 2DL (the "Company"),
- (2) **JOHN BYE** of 18 Hudson Court, Guildford, Surrey GU2 8EJ (the "Vendor")

BACKGROUND:

- (A) The Vendor owns the Shares
- (B) The Company proposes to enter in this Agreement with the Vendor to purchase the Shares on the terms set out in this Agreement, pursuant to the powers conferred in Part V Chapter VII of the Act; the articles of association of the Company and a written resolution of the Company of today's date.
- (C) The payment to be made by the Company pursuant to this Agreement will be made wholly out of distributable profits of the Company

AGREED PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following words shall have the following meanings

the Act	the Companies Act 1985 (as amended),
Agreement	this agreement including its recitals,
Business Day	a day on which the banks are open for general business in London (excluding a Saturday and Sunday),
Completion	the completion of the sale and purchase of the Shares, as provided in clause 5 of this Agreement,
Consideration	the aggregate consideration for the Shares as referred to in clause 3.1,
Shares	2 ordinary shares of £1 each in the capital of the Company registered in the name of the Vendor

- 1.2 Words and phrases the definition of which are contained or referred to in the Act shall be construed as having the meaning attributed to them by such Act.

- 1 3 All references in this Agreement to statutory provisions shall extend to those provisions as re-enacted or modified and to regulations under them and any statutory replacement from time to time in force.
- 1 4 References to the singular shall include the plural, references to the masculine shall include the feminine, and vice versa, and references to persons shall include bodies corporate, unincorporated associations and partnerships
- 1 5 Headings are inserted for convenience only and shall not affect the constitution of this Agreement.
- 1 6 References to recitals, clauses and schedules (if any) are references to recitals, clauses or schedules of this Agreement unless otherwise specified

2. AGREEMENT FOR SALE

- 2 1 The Vendor shall sell with full title guarantee and the Company shall purchase the Shares free from all liens, charges, encumbrances, claims, equities and third party rights whatsoever and together with all rights attached or accrued to the Shares
- 2 2 The Company shall not be obliged to complete the purchase of any of the Shares unless the purchase of all the Shares is completed simultaneously

3. CONSIDERATION

- 3 1 The aggregate consideration for the Shares shall be £23,182
- 3 2 The Consideration shall be satisfied in full in cash at Completion in accordance with clause 5

4. WARRANTIES AND INDEMNITIES

- 4 1 The Vendor hereby represents and warrants to the Company in respect of the Shares that
- 4 1 1 the Vendor is the beneficial owner of the Shares,
- 4 1 2 there is no option, right to acquire, mortgage, charge, lien, pledge or other form of security or encumbrance over or affecting the Shares or any of them,
- 4 1 3 there is no agreement or commitment to give, enter into or create any of the rights listed in clause 4 1 2 over or in respect of the Shares or any of them
- 4 2 The representations and warranties in this clause 4 shall continue in full force and effect notwithstanding Completion
- 4 3 The Vendor undertakes to indemnify the Company against all legal and other costs, losses, liabilities or expenses which may be incurred by the Company as a result of or in connection with any breach of the representations and warranties set out in this clause 4

5. COMPLETION

- 5 1 Subject to clause 5 2, Completion shall take place immediately after the exchange of this Agreement at the offices of the Company when

- 5 | 1 the Vendor shall deliver to the Company the share certificate or certificates relating to the Shares or a deed of indemnity in respect of any lost share certificate in the format reasonably required by the Company;
 - 5 | 2 the Company shall pay the total amount of the Consideration by cheque to the Vendor, and
 - 5 | 3 the Company shall deliver to the Vendor a replacement share certificate for the balance of any shares in the capital of the Company retained by the Vendor
- 5 | 2 Completion shall be conditional upon the Company being able to comply with the provisions of Part V Chapter VII of the Act. In the event that such condition is not satisfied on the date of this Agreement, Completion shall take place upon the date the Company is able to satisfy such condition

6. FURTHER ASSURANCE

Each of the parties to this Agreement shall each do and execute all such further acts, documents, deeds, assurances and things as may be necessary so as to give full force and effect to the terms of this Agreement.

7. GENERAL

- 7 | 1 This Agreement (together with any documents referred to in this Agreement) constitutes the whole agreement between the parties relating to the purchase of the Shares
- 7 | 2 The provisions of this Agreement shall in so far as they shall not have been performed at Completion remain in full force and effect notwithstanding Completion in so far as they may then remain to be implemented
- 7 | 3 This Agreement may be entered into in any number of counterparts and by each of the parties to it on separate counterparts, each of which shall when so executed be an original and shall together constitute one and the same agreement.
- 7 | 4 No modification, alteration or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by or on behalf of all the parties and in accordance with the provision of Part V Chapter VII of the Act.
- 7 | 5 Each party shall bear its own costs, charges and expenses of and in relation to the negotiation, preparation and implementation of this Agreement and everything ancillary or incidental to this Agreement.

8. ANNOUNCEMENTS

Without the prior written consent of the Company, no party to this Agreement shall make any announcement or issue any circular or publicity relating to this Agreement.

9. NOTICES

- 9 | 1 Any notice under this Agreement shall be in writing signed by or on behalf of the party giving it and addressed, in the case of the Company, to its registered office and, in the case of the Vendor, to the address shown in the preamble to this Agreement or to such other address as shall be notified to the Company or the Vendor (as the case may be) from time to time

- 9 2 Without prejudice to any other proper method of service approved by the Courts, any such notice may be served by leaving it at such address, or sending it by prepaid, recorded delivery letter sent through the post, or by facsimile (in which case it shall be deemed to have been signed by or on behalf of the party giving it) to such facsimile number as any party may from time to time notify in writing to the others for the purposes of giving or receiving notices
- 9 3 A notice served by post shall be deemed to have been served 2 Business Days after the day of posting and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted
- 9 4 A notice served personally or by facsimile shall be deemed to have been served on the day of delivery or transmission if in the ordinary course of transmission it would first be received by the addressee on a Business Day prior to 4pm and otherwise on the next Business Day

10. LAW AND JURISDICTION


This Agreement shall be governed in all respects by English Law and each party submits to the exclusive jurisdiction of the High Court of Justice in England and Wales

IN WITNESS of which this Agreement has been entered into by the parties the day and year first above written

ED as a DEED by
OGAMER NETWORK LIMITED

by two directors or a director

ie secretary:



Director

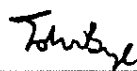


Director/Secretary

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BRYNLEY GIBSON

48 Kender Street

London SE14 5 JG

PRODUCER

DATED 23rd November 2007

Share Buy Back Agreement

(1) EUROGAMER NETWORK LIMITED

and

(2) GARETH JOHNSON

Ref BCR/69678/4508759_I (Eurogamer - Share Buy-Back Agreement -
Gareth Johnson) DOC

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- 4 2 The representations and warranties in this clause 4 shall continue in full force and effect notwithstanding Completion
- 4 3 The Vendor undertakes to indemnify the Company against all legal and other costs, losses, liabilities or expenses which may be incurred by the Company as a result of or in connection with any breach of the representations and warranties set out in this clause 4

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- 92 Without prejudice to any other proper method of service approved by the Courts, any such notice may be served by leaving it at such address, or sending it by prepaid, recorded delivery letter sent through the post, or by facsimile (in which case it shall be deemed to have been signed by or on behalf of the party giving it) to such facsimile number as any party may from time to time notify in writing to the others for the purposes of giving or receiving notices
- 93 A notice served by post shall be deemed to have been served 2 Business Days after the day of posting and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted
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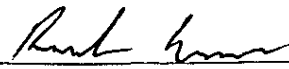

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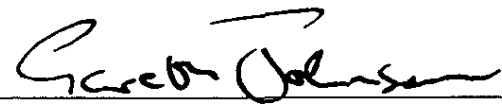
**SIGNED as a DEED by
EUROGAMER NETWORK LIMITED**

acting by two directors or a director
and the secretary


Director

Director/Secretary

**EXECUTED as a DEED by
GARETH JOHNSON**

in the presence of



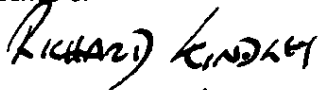
Witness

Signature.

Name

Address

Occupation





RICHARD KINDLEY

18 WALTON ROAD
THORPE BAY, ESSEX

INDEPENDENT BANKING
EXECUTIVE DIRECTOR.