

THE COMPANIES ACT 1985 as amended

WRITTEN RESOLUTION

of

the Shareholders of

GENERAL DISTRIBUTION LIMITED

(Signed on 5th July 2001)

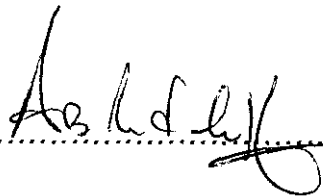
Pursuant to S.381A of the Companies Act 1985 as amended

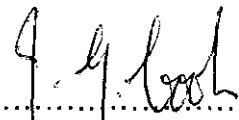
We, being all the members of the Company entitled to receive notice of and to attend and vote at General Meetings of the Company, have signed the following Resolution which shall be as valid and effective as if the same had been passed as a Special Resolution at a General Meeting of the Company duly convened and held:

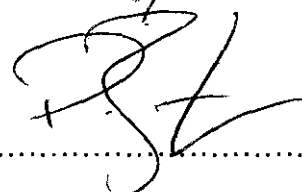
SPECIAL RESOLUTION


1. **THAT** the option agreement proposed to be made between the Company and Drew Hoggatt which will entitle the Company in certain circumstances (set out in the agreement itself) to purchase from Mr Hoggatt 150 shares of £1 each in the capital of the Company, a draft copy of which agreement is annexed hereto and marked 'B', be and is hereby authorised.




Signed:  Dated 5-7- 2001
A RATCLIFFE

Signed:  Dated 5-7- 2001
J COOK

Signed:  Dated 5-7- 2001
P BANNISTER

Signed:  Dated 5-7- 2001
P RAWLINSON

Signed:  Dated 5-7- 2001
J DARTNELL

DATED

2001

(1) GENERAL DISTRIBUTION LIMITED

and

(2) DREW HOGGATT

OPTION AGREEMENT

**Adams & Remers
Trinity House
School Hill
Lewes
East Sussex BN7 2NN**

**Telephone No: 01273 480616
Facsimile No: 01273 480618**

THIS AGREEMENT is made the day of 2001

PARTIES:

- (1) GENERAL DISTRIBUTION LIMITED a company registered in England and Wales under Number 4231192 whose registered office is at 1 Shepherd Estate Brooks Road Lewes BN7 2BY ('the Company')
- (2) DREW HOGGATT of 4 Gladstone Buildings, Barcombe, Lewes, East Sussex, BN8 5AX ('the Shareholder')

RECITALS:

- (A) The Shareholder is the legal and beneficial owner of 150 fully paid ordinary shares of £1 each in the capital of the Company ('the Sale Shares') which expression shall, unless the context otherwise requires, include all fully paid shares in the Company which are hereafter derived from such shares or which are hereafter distributed by the Company in respect of such shares or any shares previously so derived or distributed
- (B) A copy of this draft Agreement was annexed to a copy of the written resolution by which (pursuant to Section 381A of the Companies Act 1985 ("the Act")) the draft terms of this Agreement were authorised in accordance with Section 164 and Section 165 of the Act and such authority has been neither varied nor revoked
- (C) The Shareholder desires to grant to the Company a call option upon the exercise of which the Shareholder will become bound to sell and the Company will become bound to complete a purchase of the Sale Shares on the terms and subject to the conditions hereinafter appearing

NOW IT IS HEREBY AGREED as follows:

1. Grant of option

The Shareholder hereby grants to the Company an option ('the Call Option') to require the Shareholder to sell all (but not some only) of the Sale Shares to the Company for the Option Price (as defined in Clause 3 below) on the terms and subject to the conditions hereinafter appearing

2. Exercise of option

2.1 The Call Option shall be exercisable by the Company by serving written

notice on the Shareholder ('Call Notice') at any time when the annual accounts of the Company most recently adopted by the Company contain a balance sheet showing a net assets figure of more than £20,000,000 or, if earlier, on 31st December 2040

- 2.2 It is a condition of the right of the Company to exercise the Call Option that that exercise shall first have been approved by resolution of the holders of not less than 75% of the issued equity share capital of the Company at that date

3. Option price

The price payable upon the exercise of the Call Option in accordance with the terms of this Agreement ('the Option Price') shall be the sum of £3,000,000

4. Completion

- 4.1 If the Company serves a Call Notice on the Shareholder the Shareholder shall thereupon become bound to sell with full title guarantee and the Company shall become bound to purchase the Sale Shares subject to prior compliance by the Company of all statutory requirements applicable to that sale and purchase ("Compliance")

- 4.2 Subject to any extensions of time necessitated by Compliance, completion of the sale and purchase of the Sale Shares shall take place within 14 days of the date of service of the Call Notice and shall be effected by the Shareholder delivering to the Company every share certificate or other document of title relating to the Sale Shares whereupon the Company will deliver to the Shareholder a banker's draft for the Option Price

- 4.3 As soon as reasonably practicable after completion has been effected in accordance with sub-clause 4.2 the Company shall deliver a duly stamped Form G169 to the Registrar of Companies and the Company shall alter its Register of Members so as to show:

- 4.3.1 that the Shareholder has delivered the Sale Shares to the Company and (if appropriate) has thereby ceased to be a member of the Company; and

- 4.3.2 that the Sale Shares have been cancelled in accordance with Sections 160(4) and 162(2) of the Act

5. Ownership and alienation

- 5.1 The Shareholder warrants that at the date hereof he is the beneficial owner of the Sale Shares free from all liens, charges and encumbrances (apart from this Agreement and any such arising under the articles of association of the Company)

- 5.2 The parties hereby acknowledge that it is intended that until such time (if any) as the Call Option is exercised and completed, the Shareholder shall retain full legal and equitable ownership of the Sale Shares and all rights and privileges attaching thereto. Accordingly, the Shareholder undertakes with the Company that he will not at any time mortgage, pledge, deposit, or in any other manner charge the Sale Shares during the subsistence of this Agreement
- 5.3 Neither party will assign or purport to assign all or any of his or its rights under this Agreement
- 5.4 The Shareholder irrevocably undertakes with the Company that if at any time he proposes to transfer all or any of the Sale Shares to a third party (which transfer shall only be made in accordance with the Company's articles of association) he shall procure that the proposed transferee first enters into a deed of adherence in a form approved by the Company agreeing to be bound by the terms of this Agreement in relation to such Sale Shares

6. Company undertakings and waiver

The Company hereby waives in relation to the sale and purchase of the Sale Shares in pursuance of this Agreement all restrictions of any description whatsoever imposed by the Company's articles of association and relating to any transfer of shares

7. Notices

Any notice required or permitted to be given hereunder shall be in writing and shall in the case of the Company be sent to its registered office from time to time and in the case of the Shareholder be sent to his address set out in this Agreement or to such other address in England as he may designate by notice to the Company in accordance with this Clause. Any such notice shall be delivered personally or sent in a pre-paid letter by the recorded delivery service and shall be deemed to have been served if by personal delivery when delivered and if by recorded delivery 48 hours after posting

8. General

- 8.1 The parties shall bear their own costs and charges relating to this Agreement except that the Company shall bear the stamp duty payable on the purchase of the Sale Shares
- 8.2 The parties shall, and shall use their respective reasonable endeavours to procure that any necessary third parties shall, do, execute and perform all such further deeds, documents, assurances, acts and things as either party may reasonably require by notice in writing to the other to carry the

provisions of this Agreement into full force and effect

- 8.3 This Agreement shall not be varied or cancelled unless the parties expressly agree by an instrument in writing executed as a deed and then only in accordance with the Act
- 8.4 Clause headings are for ease of reference only and shall not affect interpretation
- 8.5 Where the context admits the singular includes the plural and vice versa
- 8.6 This Agreement shall be governed by and construed in accordance with the laws of England
- 8.7 Any date or period mentioned in this Agreement may be extended by agreement between the parties but as regards any date or period (whether or not extended as aforesaid) time shall be of the essence of this Agreement
- 8.8 This Agreement shall be binding on and shall enure for the benefit of the Shareholder's personal representatives

EXECUTED as a deed the day and year first before written

EXECUTED AS A DEED by)
GENERAL DISTRIBUTION LIMITED)
acting by its duly authorised officers:-)

Director _____

Director/ _____
Secretary

SIGNED as a Deed
by the said **DREW HOGGATT**
in the presence of:-

)
)
)

Witness' Signature

Full name
(in block capitals)

Address

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Occupation