

PFIH LIMITED

(Registered in England No 05574861)

WRITTEN RESOLUTION

SPECIAL RESOLUTIONS

(Passed 6 March 2008)

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions were agreed to and duly passed on Thursday 6 March 2008 as Special Resolutions

- 1 That the Purchase Contract expressed to be made between (i) Andrew Tyrrell, and (ii) the Company and to provide for the purchase by the Company of 69,730 Ordinary A Shares of £0 10 each in the capital of the Company, a final draft whereof is attached to these Resolutions be and the same is hereby approved and the Directors be and they are hereby authorised to procure the Company to enter into such Purchase Contract
- 2 That the Purchase Contract expressed to be made between (i) John Tillyer, and (ii) the Company and to provide for the purchase by the Company of 9,300 Ordinary A Shares of £0 10 each in the capital of the Company, a final draft whereof is attached to these Resolutions be and the same is hereby approved and the Directors be and they are hereby authorised to procure the Company to enter into such Purchase Contract
- 3 That the Purchase Contract expressed to be made between (i) Guy Sansom, and (ii) the Company and to provide for the purchase by the Company of 69,730 Ordinary A Shares of £0 10 each in the capital of the Company, a final draft whereof is attached to these Resolutions be and the same is hereby approved and the Directors be and they are hereby authorised to procure the Company to enter into such Purchase Contract
- 4 To disapply Articles 4 6 and 4 7 of the articles of association of the Company in relation to the proceeds of the sale of the 148,760 ordinary A shares to be received by Andrew Tyrrell, John Tillyer and Guy Sansom pursuant to the Purchase Contracts attached hereto


Director/Secretary

FRIDAY



AQJ37Z6Y

A23

25/04/2008

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COMPANIES HOUSE

Dated

2008

THE SELLER (1)

and

PFIH LIMITED (2)

PURCHASE CONTRACT
for the purchase by PFIH Limited
of 69,730 of its Ordinary A Shares
of £0.10 each

 **NORTON ROSE**

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THIS AGREEMENT is dated

2008 and is made **BETWEEN**

- (1) **ANDREW TYRRELL** of 15 Vale Road, Claygate, Esher, Surrey, KT10 0NJ (the "**Seller**")
- (2) **PFIH LIMITED** (No 05574861) whose registered office is at 6th Floor, 2 Minster Court, Mincing Lane, London EC3R 7PB ("the **Company**")

WHEREAS

- (A) the written resolutions, the text whereof is set out at Schedule 1, were duly agreed to by the requisite majority of the members of the Company other than the Seller, John Tillyer and Guy Sansom by reason of section 300C Companies Act 2006 on 6th March 2008

NOW IT IS HEREBY AGREED as follows

1 Purpose and Definitions

- 1 1 This is an Agreement for the sale and purchase of the Purchased Shares (as defined in clause 1 2)
- 1 2 In this Agreement the following expressions have the following meanings
 - "**Company's Solicitors**" means Norton Rose LLP, 3 More London Riverside, London SE1 2AQ,
 - "**Purchase Price**" means the purchase price for each of the Purchased Shares as agreed between the Company and the Seller in accordance with the articles of association of the Company, and
 - "**Purchased Shares**" means 69,730 Ordinary A Shares of £0 10 each of the Company which are owned by the Seller
- 1 3 References to clauses sub-clauses and schedules are unless otherwise stated to clauses and sub-clauses of and schedules to this Agreement
- 1 4 Any document expressed to be "in the agreed form" means a document in a form approved by (and for the purpose of identification signed by or on behalf of) the parties hereto
- 1 5 Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporate
- 1 6 The headings to the clauses are for convenience only and have no legal effect

2 Sale of the Purchased Shares

- 2 1 The Seller shall sell the Purchased Shares to the Company together with all rights now attached thereto free from all encumbrances and (subject thereto) with full title guarantee and the Company shall purchase the Purchased Shares with effect from the date hereof

- 2 2 For the purposes of this clause 2 "encumbrances" includes all claims, liens, charges, encumbrances and equities and other rights exercisable by third parties

3 Consideration

The consideration for the sale of the Purchased Shares shall be the payment to the Seller of the Purchase Price

4 Completion

- 4 1 Completion shall take place forthwith at the offices of the Company's Solicitors when all (but not part only unless the Company shall so agree) of the following business shall be transacted

- 4 1 1 the Seller shall

(a) surrender to the Company the share certificates in respect of the Purchased Shares, and

(a) such other documents (if any) as may be required to give a good title to the Purchased Shares and as would enable a purchaser to become the registered holder thereof,

- 4 1 2 the Company shall pay the Purchase Price by electronic funds transfer to the Seller,

- 4 1 3 the Purchased Shares shall be cancelled in accordance with Chapter VII, Part V Companies Act 1985,

5 Governing law and jurisdiction

- 5 1 This Agreement shall be governed by and interpreted in accordance with English law

- 5 2 The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales

IN WITNESS whereof this Agreement has been entered into the day and year first above written

Schedule 1

Written Resolutions of the Company agreed to on 6th March 2008

Pursuant to Chapter 2 of Part 13 Companies Act 2006 the directors of the Company propose that the following resolutions are passed as special resolutions

Special Resolutions

- 1 That the Purchase Contract expressed to be made between (i) Andrew Tyrrell, and (ii) the Company and to provide for the purchase by the Company of 69,730 Ordinary A Shares of £0 10 each in the capital of the Company, a final draft whereof is attached to these Resolutions be and the same is hereby approved and the Directors be and they are hereby authorised to procure the Company to enter into such Purchase Contract
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- 4 To disapply Articles 4 6 and 4 7 of the articles of association of the Company in relation to the proceeds of the sale of the 148,760 ordinary A shares to be received by Andrew Tyrrell, John Tillyer and Guy Sansom pursuant to the Purchase Contracts attached hereto

SIGNED for and on behalf of PFIH LIMITED)

Director

Director/Secretary

SIGNED by ANDREW TYRRELL)

Dated

2008

THE SELLER (1)

and

PFIH LIMITED (2)

**PURCHASE CONTRACT
for the purchase by PFIH Limited
of 9,300 of its Ordinary A Shares
of £0.10 each**

 **NORTON ROSE**

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THIS AGREEMENT is dated

2008 and is made **BETWEEN**

- (1) **JOHN TILLYER** of 29 Mayfield Road, Chingford, E4 7JB (the "**Seller**")
- (2) **PFIH LIMITED** (No 05574861) whose registered office is at 6th Floor, 2 Minster Court, Mincing Lane, London EC3R 7PB ("the **Company**")

WHEREAS

- (A) the written resolutions, the text whereof is set out at Schedule 1, were duly agreed to by the requisite majority of members of the Company other than the Seller, Andrew Tyrrell and Guy Sansom by reason of section 300C Companies Act 2006 on 6th March 2008

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2 Sale of the Purchased Shares

- 2 1 The Seller shall sell the Purchased Shares to the Company together with all rights now attached thereto free from all encumbrances and (subject thereto) with full title guarantee and the Company shall purchase the Purchased Shares with effect from the date hereof

- 2 2 For the purposes of this clause 2 "encumbrances" includes all claims, liens, charges, encumbrances and equities and other rights exercisable by third parties

3 Consideration

The consideration for the sale of the Purchased Shares shall be the payment to the Seller of the Purchase Price

4 Completion

- 4 1 Completion shall take place forthwith at the offices of the Company's Solicitors when all (but not part only unless the Company shall so agree) of the following business shall be transacted

- 4 1 1 the Seller shall

- (a) surrender to the Company the share certificates in respect of the Purchased Shares, and
- (a) such other documents (if any) as may be required to give a good title to the Purchased Shares and as would enable a purchaser to become the registered holder thereof,

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- 4 To disapply Articles 4 6 and 4 7 of the articles of association of the Company in relation to the proceeds of the sale of the 148,760 ordinary A shares to be received by Andrew Tyrrell, John Tillyer and Guy Sansom pursuant to the Purchase Contracts attached hereto

SIGNED for and on behalf of PFIH LIMITED)

Director

Director/Secretary

SIGNED by JOHN TILLYER)

Dated

2008

THE SELLER

(1)

and

PFIH LIMITED

(2)

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for the purchase by PFIH Limited
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2008 and is made **BETWEEN**

- (1) **GUY SANSOM** of Stanhill, Farthingham Lane, Ewhurst, Cranleigh, GU6 7QN (the "**Seller**")
- (2) **PFIH LIMITED** (No 05574861) whose registered office is at 6th Floor, 2 Minster Court, Mincing Lane, London EC3R 7PB ("the **Company**")

WHEREAS

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Director

Director/Secretary

SIGNED by **GUY SANSOM**)