

Company number: 05748897

The Companies Acts 1985 and 2006

Company limited by shares

Written resolution

of

Orient Estates Limited

(Circulation Date: 25 February 2009)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following resolution is passed as a special resolution.

Special resolution

THAT the terms of a proposed contract (a draft of which is attached to this resolution) proposed to be made between Mr Sam Prothero and the Company providing for the purchase of 20 ordinary shares of £1 each in the capital of the Company by the Company from Mr Prothero for a total consideration of £1,256 be and are hereby authorised and approved for the purposes of section 164 of the Companies Act 1985 and any one director be hereby authorised to execute and deliver the contract as a deed on behalf of the Company.

Agreement

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

The undersigned, each a person entitled to vote in relation to the above resolution on 25 February 2009, hereby irrevocably agrees to the Special Resolution:

Signed by **Keith Child**



Date: 6 March 2009

TUESDAY



A4M5P903

A09

14/04/2009

257

COMPANIES HOUSE

20-04-09 416

Signed by **Richard Draycott**



Date: 6 March 2009

Signed by **Robert Haughton**



Date: 6 March 2009

Signed by **Nicolette King**



Date: 6 March 2009

Signed by **Nigel Schroder**



Date: 6 March 2009

Signed by **Robert Morris**

Date: 2009

Signed by **Peter Murphy**

Date: 2009

Signed by **Vijay Patel**

Date: 2009

Signed by **Julie Walker**

Date: 2009

Signed by **Mark Todd**

Date: 2009

Notes

1. If you agree to the resolution, 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:
 - **By Hand:** delivering the signed copy to Nigel Schroder, Isuzu House, 164 Great North Road, Hatfield, Herts AL9 5JN.
 - **Post:** returning the signed copy by post to Nigel Schroder, Isuzu House, 164 Great North Road, Hatfield, Herts AL9 5JN.

If you do not agree to the resolution, 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 resolution, you may not revoke your agreement.
3. Unless, by 25 March 2009, sufficient agreement has been received for the resolution to pass, it will lapse. If you agree to the resolution, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. 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.

Agreement

relating to the purchase by the Company
of 20 of its Ordinary Shares

- (1) Sam Prothero
- (2) Orient Estates Limited

Dated 2009

Roxburgh Milkins LLP

Corporate law

Merchants House North, Wapping Road, Bristol BS1 4RW

Telephone 0845 241 9500 Facsimile 0845 241 9496

Web site: www.roxburghmilkins.com

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This Agreement is made the day of 2009

Between:

- (1) **Sam Prothero** of Flat 5, 118 Pembroke Road, Clifton, Bristol BS8 3ER ("**the Vendor**"); and
- (2) **Orient Estates Limited** (company number: 05748897) whose registered office is at 164 Great North Road, Hatfield, Herts AL9 5JN ("**the Company**").

Background:

- (A) The Vendor is the legal and beneficial holder of 20 ordinary shares of £1 each in the capital of the Company ("**the Sale Shares**").
- (B) The draft terms of this Agreement were authorised by written resolution of the Company dated 2009, to which the draft terms of this Agreement were attached. This authority has been neither revoked or varied.
- (C) Accounts have been prepared for the Company in respect of the period ending 31 March 2008, and these accounts indicate that the Company has distributable profits out of which to finance the whole of the purchase price for the Sale Shares.
- (D) Pursuant to the powers and authorities conferred by:
 - (a) Part V, Companies Act 1985;
 - (b) article 4 of the articles of association of the Company; and
 - (c) the resolution referred to above;

the Company has agreed to purchase the Sale Shares on the terms set out in this Agreement.

It is agreed as follows:

1. Sale and purchase

The Vendor shall sell and the Company shall purchase the Sale Shares with:

- (a) full title guarantee but free from all charges and encumbrances (whether monetary or not) and all other rights exercisable by third parties including those which the Vendor does not, and could not reasonably be expected to, know about; and
- (b) all rights attaching or accruing to them at Completion.

2. **Consideration**

The purchase price of each share shall be £62.80, making an aggregate consideration of £1,256.00 ("**the Consideration**").

3. **Completion**

3.1 Completion of the sale and purchase of the Sale Shares shall take place on the date of the last of the parties to sign this Agreement, subject to the Vendor having delivered to the Company prior to Completion the share certificate or an indemnity for lost certificate in respect of the Sale Shares.

3.2 The Vendor acknowledges that the Company paid the Consideration to him on or before the time of his signature of this Agreement.

4. **General**

4.1 ***Entire agreement***

This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

4.2 ***Variation***

No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

4.3 ***Further assurance***

After Completion, the Vendor shall execute such documents and take such steps as the Company may reasonably require to vest the full title to the Sale Shares in the Company and to give the Company the full benefit of this Agreement.

4.4 ***Counterparts***

- (a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- (b) Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one and the same instrument.

5. **Governing law and jurisdiction**

5.1 This Agreement shall be given by and construed in accordance with English Law.

5.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the Courts of England.

This Agreement has been signed on the date appearing at the head of page 1.

Executed as a Deed by)
Sam Prothero)
in the presence of:)

Signature of witness:

Name:

Address:

Occupation

Executed as a Deed)
(but not delivered)
until the date appearing)
at the head of page 1) by)
Orient Estates Limited)
acting by:)

Director

Director/Secretary