

COMPANY NUMBER: 06330141

THE COMPANIES ACT 1985 TO 1989

SPECIAL RESOLUTION

(pursuant to Section 378 of the Companies Act 1985)

of THE OXFORD ORGANIC BURGER COMPANY LIMITED

At an Extraordinary General Meeting of the members of the above named Company, held at 24-25 Cowley Road, Oxford, on 1 December 2007, we, the undersigned, being all the members for the time being of the above named Company entitled to receive notice of and to attend and vote at general meetings, hereby pass the following resolutions as special resolutions, and agree that the said resolutions shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held:

SPECIAL RESOLUTIONS

1. THAT the authorised share capital of the Company be re-classified from 250,000 Ordinary Shares of £1.00 each, to 249,955 Ordinary Shares of £1 00 each and 45 'B' Ordinary shares of £1 00 each
2. THAT the 'B' Ordinary shares will be non voting shares, but will rank pari pasu with the Ordinary Shares in all other respects, having attached thereto the rights and restrictions as set out in the Company's Articles of Association
3. THAT the Directors be, and they are hereby, generally and unconditionally authorised, pursuant to Section 80 of the Companies Act 1985, to exercise any power of the Company to allot and grant rights to subscribe for, or to convert, securities into shares of the Company up to a maximum nominal amount equal to the nominal amount of the authorised but un-issued share capital at the date of the passing of this resolution. Provided that the authority hereby given shall expire five years after the date of the passing of this resolution, unless previously renewed or varied save that the Directors may, notwithstanding such expiry, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company before the expiry of this authority.

Signed


Mr Clinton Pugh, Director

Date

1/12/07

WEDNESDAY



A58 *ACMBO19H* 09/07/2008
COMPANIES HOUSE

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Company Number 06330141

The Companies Acts 1985 to 1989

Special Resolutions
(pursuant to Section 378 of the Companies Act 1985)

of

THE OXFORD ORGANIC BURGER COMPANY LIMITED

At an Extraordinary General Meeting of the members of the above named Company
held at

25-27 Cowley Road, Cowley, Oxford OX1 4HP

on the 1 day of Dec 2007

the following Special Resolutions were passed

- 1 THAT the Contingent Purchase Contract proposed to be made between the Company and Damion Farah setting out the circumstances in which the Company may elect to carry out a Purchase of Own Shares and which, on the terms of the draft produced to this meeting and initialled by the Chairman for the purposes of identification be and is hereby approved and authorised
- 2 THAT the Contingent Purchase Contract proposed to be made between the Company and John Stephen Pugsley setting out the circumstances in which the Company may elect to carry out a Purchase of Own Shares and which, on the terms of the draft produced to this meeting and initialled by the Chairman for the purposes of identification be and is hereby approved and authorised
- 3 THAT the Contingent Purchase Contract proposed to be made between the Company and James Peter Webb setting out the circumstances in which the Company may elect to carry out a Purchase of Own Shares and which, on the terms of the draft produced to this meeting and initialled by the Chairman for the purposes of identification be and is hereby approved and authorised

Signed

Chair




Contingent Purchase Agreement

This Agreement is made the 1 day of 12 2007
Between

Damion Farah of
3 Temple Road, Oxford, Oxon, OX4 2ET
(hereinafter called "the Vendor")
and

The Oxford Organic Burger Company Limited
whose registered office is situated at 14 Langdale Court, Witney, Oxon OX28
(hereinafter called "the Company")

WHEREAS:-

- (A) The Company was incorporated on the 1st day of August 2007 under the Companies Act(s) 1985 to 1989 and has an authorised and issued share capital of £250,000 divided into 249,955 Ordinary Shares and 55 "B" Shares of £1 00 each
- (B) The Vendor is or may become the beneficial owner of 15 "B" Shares in the capital of the Company
- (C) This agreement is made by the Company pursuant to Part V of the Companies Act 1985 and Article 1 of the Articles of Association of the Company
- (D) The terms of this agreement were authorised by a Special Resolution of the Company passed on the 1 day of DEC 2007

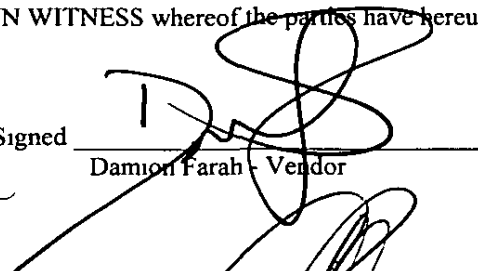
NOW IT IS HEREBY AGREED as follows:-

- 1 In this agreement "the event" shall mean the submission to the Company of a transfer notice in respect of any or all of the "B" Shares beneficially owned by the Vendor and "the shares" shall mean such number of "B" Shares of £1 00 each in the capital of the Company as may be beneficially owned by the Vendor at the said date
- 2 The Vendor shall offer as beneficial owner and the Company may, at any time after the happening of the event but subject to a resolution to that effect of the Board of Directors to be proposed and voted upon with 28 days of an offer made in accordance with this agreement, purchase the shares free from all liens, charges and encumbrances and with all rights attaching to them with effect from the date of the aforesaid Board resolution occurring subsequent to the happening of the event
- 3 The purchase price for the shares shall be determined by an agreement between the Vendor or, as the case may be, the Vendor's personal representatives and the Company or in default of agreement, shall be such amount as shall be certified by the Company's Auditors (which expression shall include an external accountant if the company is exempt from Audit) to be the fair value thereof at the date of the event, of the said shares but in any event, unless otherwise agreed, shall not exceed £150 00 per share. In certifying as aforesaid, the Auditors shall be considered to be acting as experts and not as arbitrators or arbiters and accordingly any provision of law or statute relating to arbitration shall not apply
- 4 The sale and purchase of the shares shall be completed by the Vendor or, as the case may be, the Vendor's personal representatives delivering to the Company an acknowledgement in writing that they or he/she accept payment of the purchase price for his/her shares under the agreement in full satisfaction of all rights he/she or they may have against the Company in respect of such shares together with the relevant share certificate(s) in respect of the shares for cancellation or in the case of a lost certificate or certificates such indemnity as the Company may reasonably require

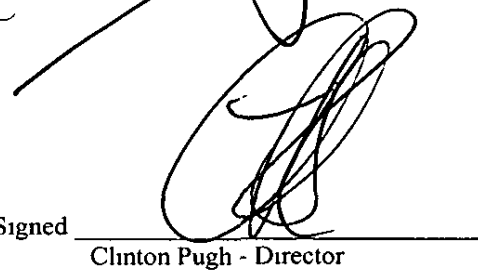
- 5 (a) This agreement constitutes the whole agreement between the parties hereto and no variation shall be effective unless made in writing,
- (b) this agreement shall be governed by the laws of England
- 6 The Company shall deliver to the Vendor's personal representatives whose receipt shall be sufficient discharge to the Company a cheque or cash for the purchase price

IN WITNESS whereof the parties have hereunto set their hands the day and year first above written

Signed



Damion Farah - Vendor

Signed


Clinton Pugh - Director

On Behalf of the Company

Signed


Deborah Mackin - Secretary

Contingent Purchase Agreement

This Agreement is made the 1 day of DEC 2007
Between

James Peter Webb of
92 Courthauld House, Thames View, Abingdon, OX14 3ZD
(hereinafter called "the Vendor")
and

The Oxford Organic Burger Company Limited
whose registered office is situated at 14 Langdale Court, Witney, Oxon OX28
(hereinafter called "the Company")

WHEREAS:-

- (A) The Company was incorporated on the 1st day of August 2007 under the Companies Act(s) 1985 to 1989 and has an authorised and issued share capital of £250,000 divided into 249,955 Ordinary Shares and 45 "B" Shares of £1 00 each
- (B) The Vendor is or may become the beneficial owner of 15 "B" Shares in the capital of the Company
- (C) This agreement is made by the Company pursuant to Part V of the Companies Act 1985 and Article 1 of the Articles of Association of the Company
- (D) The terms of this agreement were authorised by a Special Resolution of the Company passed on the 1 day of DEC 2007

NOW IT IS HEREBY AGREED as follows:-

- 1 In this agreement "the event" shall mean the submission to the Company of a transfer notice in respect of any or all of the "B" Shares beneficially owned by the Vendor and "the shares" shall mean such number of "B" Shares of £1 00 each in the capital of the Company as may be beneficially owned by the Vendor at the said date
- 2 The Vendor shall offer as beneficial owner and the Company may, at any time after the happening of the event but subject to a resolution to that effect of the Board of Directors to be proposed and voted upon with 28 days of an offer made in accordance with this agreement, purchase the shares free from all liens, charges and encumbrances and with all rights attaching to them with effect from the date of the aforesaid Board resolution occurring subsequent to the happening of the event
- 3 The purchase price for the shares shall be determined by an agreement between the Vendor or, as the case may be, the Vendor's personal representatives and the Company or in default of agreement, shall be such amount as shall be certified by the Company's Auditors (which expression shall include an external accountant if the company is exempt from Audit) to be the fair value thereof at the date of the event, of the said shares but in any event, unless otherwise agreed, shall not exceed £150 00 per share. In certifying as aforesaid, the Auditors shall be considered to be acting as experts and not as arbitrators or arbiters and accordingly any provision of law or statute relating to arbitration shall not apply
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James Peter Webb - Vendor

Signed


Clinton Pugh - Director

On Behalf of the Company

Signed


Deborah Mackin - Secretary

Contingent Purchase Agreement

This Agreement is made the 1 day of Dec 2007
Between 

John Stephen Pugsley of
1 Riverside Road, Oxford, Oxon, OX2 0HR
(hereinafter called "the Vendor")
and

The Oxford Organic Burger Company Limited
whose registered office is situated at 14 Langdale Court, Witney, Oxon OX28
(hereinafter called "the Company")

WHEREAS:-

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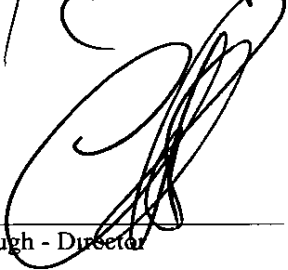
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Signed



John Stephen Pugsley - Vendor

Signed


Clinton Pugh - Director

On Behalf of the Company

Signed


Deborah Mackin - Secretary