

Company No. 03831969

PRIVATE COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTION

- OF -

CONCEPT VENUES LIMITED  
(the "Company")

FRIDAY



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21/11/2008

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COMPANIES HOUSE

Circulation Date 6 November 2008

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, we, the undersigned, being all the eligible members of the Company entitled to vote on the matters contemplated below, propose that the following resolution is passed as a Special Resolution ("Resolution") of the Company

The Resolution was circulated to all the eligible members of the Company and was agreed to and passed by all of the members of the Company eligible to vote on the matters contemplated by the Resolution by signing below

SPECIAL RESOLUTION

- 1 IT WAS RESOLVED THAT the terms of an agreement between the Company and Gary Holliehead for the purchase by the Company of 10,000 ordinary shares of £1 00 each in the capital of the Company as set out in the draft contract attached to this Resolution be approved

AGREEMENT

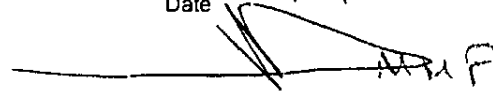
Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, persons entitled to vote on the Resolutions on 6 November 2008, hereby irrevocably agree to the Resolution

  
For and on behalf of Sphere Entertainment Limited

Date

6/11/08

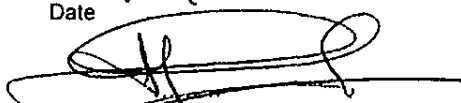
  
For and on behalf of the Trustees of Max H Fuller Bare Trust

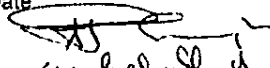
Date

6/11/08

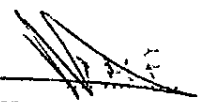
  
Amanda Fuller

6/11/08  
Date

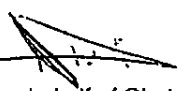
  
For and on behalf of Inn on the Green Limited

6/11/08  
Date  
  
on behalf of G. Hollishead

Gary Hollishead  
Date  
6/11/08

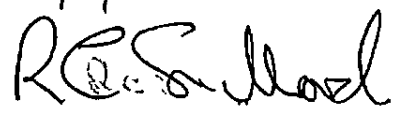
  
Mark Fuller

6/11/08  
Date

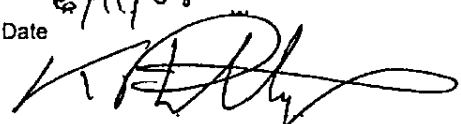
  
For and on behalf of Obelisk Nominees Limited

6/11/08  
Date

  
For and on behalf of the Trustees of Etouise D G Fuller Bare Trust

6/11/08  
Date  


Roderick Smallwood

6/11/08  
Date  


For and on behalf of the Trustees of the Sanctuary Pension Scheme

6/11/08  
Date

This Agreement is dated

November 2008

## **PARTIES**

- (1) **GARY HOLLIHEAD** of **87 TILEHURST ROAD, LONDON SW18 3EX** (the "Seller")
- (2) **CONCEPT VENUES LIMITED** incorporated and registered in England and Wales with company number 03831969 whose registered office is at **36 BRIDLE LANE, LONDON W1F 9BZ** (the "Company")
- (3) **FLEUR CUISINE LIMITED** incorporated and registered in England and Wales with company number 04292095 whose registered office is at **89 EASTON STREET, HIGH WYCOMBE, BUCKINGHAMSHIRE, HP11 1LT** ("FCL")

## **BACKGROUND**

- (A) The Seller is the registered holder of 10,000 ordinary shares of one pound each in the capital of the Company (the "Shares")
- (B) It is proposed that the Company shall purchase the Shares from the Seller for cancellation on the terms of this Agreement
- (C) The Seller is the majority shareholder of FCL, and FCL owes £55,774 to the Company

## **AGREED TERMS**

### **1. INTERPRETATION**

The definitions in the background provision of this agreement shall apply to this Agreement

### **2. SALE AND PURCHASE OF SHARES**

- 2.1 The Seller with full title guarantee agrees to sell the Shares for a consideration of £80,774 and the Company agrees to purchase the same and to pay such consideration to the Seller
- 2.2 The Seller warrants that there are no liens, charges or other encumbrances over or in respect of the Shares
- 2.3 Completion of the sale and purchase of the Shares shall take place immediately on execution of this Agreement, when the Seller shall deliver the share certificate(s) or other evidence of title to the Shares to the Company

2.4 FCL hereby agrees to repay the Company the sum of £55,774 on the completion of this Agreement

2.5 FCL and the Seller hereby agree that the Company may set off its entitlement under clause 2.4 to receive £55,774 from FCL against its obligation to pay the Seller £80,774 under clause 2.1 and therefore will only be required to pay a net amount to the Seller of £25,000 (£12,500 on the date being 30 days from the date of this Agreement and £12,500 on 31 December 2008) by way of telegraphic transfer

### **3. FURTHER ASSURANCE**

The Seller agrees that, on being requested in writing by the Company to do so, it shall, at the Company's expense, immediately execute and sign all such deeds and documents and do all such things as may be reasonably necessary in order to give effect to the terms of this Agreement

### **4. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with English law and the parties to this Agreement irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Agreement

### **5. ENTIRE AGREEMENT**

This Agreement constitutes the entire and only legally binding agreement between the parties relating to its subject matter and no variation of this Agreement shall be effective unless made in writing and signed by or on behalf of all the parties and expressed to be such a variation

### **6. AGREEMENT SURVIVES COMPLETION**

This Agreement shall remain in effect despite its completion

### **7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

**IN WITNESS WHEREOF** the parties or their duly authorised representatives have executed and delivered this Agreement as a deed on the date set out at the top of this Agreement

**EXECUTED** as a **DEED** and )  
**DELIVERED** by )  
**GARY HOLLIHEAD** )  
in the presence of )

Witness Signature  
Witness Name  
Witness Address

Witness Occupation

**EXECUTED** and **DELIVERED** as a **DEED** )  
**DEED** by **CONCEPT VENUES LIMITED** )  
by the signatures of its undermentioned officers )  
acting under its authority )

..... Director

..... Director/Secretary

**EXECUTED** and **DELIVERED** as a **DEED** by )  
**FLEUR CUISINE LIMITED** )  
by the signatures of its undermentioned officers )  
acting under its authority )

..... Director

..... Director/Secretary