

Company Number 00340727

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS of

TAYLOR CLARK LIMITED (Company)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, resolutions 1 and 2 below having been circulated by the directors as special resolutions in writing to all members entitled to vote thereon on 1 February 2010 were duly passed as special resolutions (**together Special Resolutions**) in writing, resolution number 1 with effect from 10th February 2010 and resolution number 2 with effect from 16th February 2010

SPECIAL RESOLUTIONS

1	THAT the terms of an agreement between the Company and Reginald John Harvey, Andrew Robert Clark, Juliet Hatvany and Briony Jane Wilson for the purchase by the Company of 104,000 A Ordinary shares of 10p each in the capital of the Company and 936,000 B Ordinary shares of 10p each in the capital of the Company at a price of £5 70 for each A Ordinary or B Ordinary Share and as set out in the draft contract (marked "Draft referred to in resolution 1") attached ("1965 Settlement Contract") be approved and the Company be authorised to enter into the 1965 Settlement Contract
2	THAT the terms of an agreement between the Company and Robin Clark and Patricia Adrienne Harper Clark and Reginald John Harvey for the purchase by the Company of 40,000 A Ordinary shares of 10p each in the capital of the Company and 360,000 B Ordinary shares of 10p each in the capital of the Company at a price of £5 70 for each A Ordinary or B Ordinary Share and as set out in the draft contract (marked "Draft referred to in resolution 2") attached ("1985 Settlement Contract") be approved and the Company be authorised to enter into the 1985 Settlement Contract

Certified a true copy of the Special resolutions in writing passed as above with effect from 10th and 16th February 2010 respectively



Director and Secretary

TUESDAY



LD6 *LS6BPHRR* 69
23/02/2010
COMPANIES HOUSE

1

Draft referred to in resolution 1



DATED

2010

Reginald John Harvey, Andrew Robert Clark, Juliet Hatvany and Briony Jane Wilson
As Trustees of Robin Clark's 1965 Settlement (1)

Taylor Clark Limited (2)

OFF-MARKET PURCHASE AGREEMENT

Off market Purchase Agreement resolution 1_Trustees 1965
Settlement 2010(4660065) (3)

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This agreement is dated

2010

PARTIES

- (1) Taylor Clark Limited incorporated and registered in England and Wales with company number 00340727 whose registered office is at 35 Portman Square, London, W1H 6LR, United Kingdom (**Company**)
- (2) Reginald John Harvey, Andrew Robert Clark, Juliet Hatvany and Briony Jane Wilson as Trustees of Robin Clark's 1965 Settlement, all of 35 Portman Square, London, W1H 6LR, United Kingdom (together **Sellers**)

BACKGROUND

- (A) The Sellers are the registered holders of 104,000 A Ordinary shares of £0 10 each in the capital of the Company and 936,000 B Ordinary non-voting shares of £0 10 each in the capital of the Company and it is proposed the Sellers should sell to the Company all of such A Ordinary shares of £0 10 each and B Ordinary non-voting shares of £0 10 each (**Shares**)
- (B) It is proposed that the Company shall purchase the Shares from the Sellers for cancellation on the terms of this agreement

OPERATIVE

1. INTERPRETATION

The definitions in the background provisions of this agreement shall apply to this agreement

2. SALE AND PURCHASE OF SHARES

- 2 1 The Sellers agree to sell, or procure the sale of, the Shares with full title guarantee for a consideration of £5 70 per Share and the Company agrees to purchase the same and to pay such consideration to the Sellers
- 2 2 The Sellers warrant that there are not any 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 at the offices of the Company, when the Sellers shall deliver the share certificate(s) or other evidence of title to the Shares to the Company and the Company shall

satisfy its obligation to pay the consideration due in respect of the Shares by payment of the sum of £5,928,000 to the Sellers by way of electronic transfer to such bank account as the Sellers shall notify in writing to the Company or in default of such notification shall deliver a cheque in favour of the Sellers to them

3 FURTHER ASSURANCE

The Sellers shall at the expense of the Company use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement

4. GOVERNING LAW AND JURISDICTION

4 1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales

4 2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter

5. ENTIRE AGREEMENT

5 1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter

5 2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement

5 3 Nothing in this clause shall limit or exclude any liability for fraud

6. VARIATION

No variation or agreed termination of this agreement shall be effective unless it is in writing and executed by the parties (or their representatives) in the same manner as this agreement

7. AGREEMENT SURVIVES COMPLETION

This agreement shall remain in effect despite its completion

8 COUNTERPARTS

This agreement may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed, shall be an original and which together shall have the same effect as if each party had signed the same document

This agreement has been entered into on the date stated at the beginning of this agreement and is executed and delivered as a deed

Signed and delivered as a deed by

Reginald John Harvey

in the presence of

Witness's Signature

Witness's Name

Witness's Address

Witness's Occupation

Signed and delivered as a deed by

Andrew Robert Clark

in the presence of

Witness's Signature

Witness's Name

Witness's Address

Witness's Occupation

Signed and delivered as a deed by

Juliet Hatvany in the presence of

Witness's Signature

Witness's Name

Witness's Address

Witness's Occupation

Signed and delivered as a deed by

Briony Jane Wilson

in the presence of

Witness's Signature

Witness's Name

Witness's Address

Witness's Occupation

Signed and delivered as a deed by
Taylor Clark Limited
acting by

Director

Director/Secretary

Draft referred to in resolution 2



DATED

2010

Robin Clark and Patricia Adrienne Harper Clark and Reginald John Harvey
As Trustees of Robin and Patricia Clark's 1985 Settlement (1)

Taylor Clark Limited (2)

OFF-MARKET PURCHASE AGREEMENT

Off market Purchase Agreement resolution 2_ Trustees 1985
Settlement 2010(4664479) (3)

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2010

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satisfy its obligation to pay the consideration due in respect of the Shares by payment of the sum of £2,280,000 to the Sellers by way of electronic transfer to such bank account as the Sellers shall notify in writing to the Company or in default of such notification shall deliver a cheque in favour of the Sellers to them

3. FURTHER ASSURANCE

The Sellers shall at the expense of the Company use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement

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Signed and delivered as a deed by

Robin Clark

in the presence of

Witness's Signature

Witness's Name

Witness's Address

Witness's Occupation

Signed and delivered as a deed by

Patricia Adrienne Harper Clark

in the presence of

Witness's Signature

Witness's Name

Witness's Address

Witness's Occupation

Signed and delivered as a deed by

Reginald John Harvey

in the presence of

Witness's Signature

Witness's Name

Witness's Address

Witness's Occupation

Signed and delivered as a deed by
Taylor Clark Limited
acting by

Director

Director/Secretary