

**THE COMPANIES ACTS 1985**

**COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

of

**WALTER AINSBURY & SON LIMITED**

(Company Number 00424757)

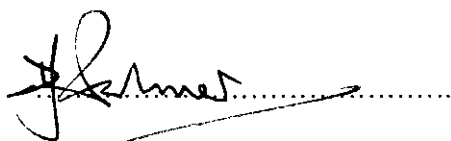
Pursuant to Section 381A of the Companies Act 1985 (the Act)

Passed on 30 May 2000

**SPECIAL RESOLUTION**

That the contract proposed to be made between the Company (1) and Steven Hall and Lisa Hall (2) for the purchase of 332 Ordinary Shares of £1 each in the Company the terms of which are set out in the written draft annexed hereto and initialled for the purposes of identification be and is hereby authorised.

I Hereby certify this to be a true copy of the Written Resolution passed by the Company



Director

Dated 30 May 2000



**Dated**

**2000**

**(1) STEVEN HALL and LISA JAYNE HALL**

**(2) WALTER AINSBURY & SON LIMITED**

A handwritten signature in black ink, appearing to be 'W.A. Ainsbury', is written over the second party name.

**AGREEMENT FOR PURCHASE OF OWN SHARES**

**Betesh Fox & Company**

**16/17 Ralli Courts**

**West Riverside**

**M3 5FT**

**(NJF/BS/W1560-01)**

**Dated**

**2000**

**PARTIES:**

1. "The Vendors" **STEVEN HALL** of 30 Dundonald Road, Wimbledon, London, SW19 3QN and **LISA JAYNE HALL** of 1 The Retreat, Worsley, Manchester, M28 4QN
2. "The Company" **WALTER AINSBURY & SON LIMITED** (Company Number 00424757) whose Registered Office is at 75/79 Station Road, Pendlebury, Manchester, M27 6GR

**OPERATIVE PROVISIONS**

1. **Interpretation**

In this Agreement:

- 1.1 "the Shares" means 332 Ordinary Shares of £1 each of the Company
- 1.2 "Completion Date" means 2000

2. **Agreement for Sale**

- 2.1 The Vendors shall with full title guarantee sell and the Company shall purchase the Shares free from all liens charges and encumbrances and with all rights attaching to them.

3. **Purchase Price**

- 3.1 The purchase price for the Shares shall be the sum of £112,000 per share which shall be payable in accordance with the terms of this Agreement.

4. **Completion**

- 4.1 The sale and purchase of the Shares shall be completed on the Completion Date.
- 4.2 On completion of the sale and purchase of the Shares the Vendors shall deliver to the Company an acknowledgement in writing that they accept payment of the purchase price for the Shares in full satisfaction of all rights either of them may have against the Company in respect of the Shares together with the relevant share certificates in respect of the Shares for cancellation.
- 4.3 The Company shall on the completion of the sale and purchase of the Shares deliver to the Vendors a bankers draft in respect of the purchase price payable.
- 4.4 The Company shall on the Completion Date deliver to the Vendors a certified copy of the Special Resolution of the Company authorising the purchase of the Shares by the Company.

5. **Arrangements Pending Completion**

- 5.1 The Vendors hereby waive entitlement to any dividend attaching to the Shares declared by the Company prior to the Completion Date.
- 5.2 The Vendors undertake with the Company that they will cast all votes attaching to the shares at any Annual General Meeting, Extraordinary General Meeting or other Shareholders Meeting of the Company convened between the date hereof and the Completion Date and will if called upon so to do execute such Forms of Proxy and/or Powers of Attorney as may be reasonably required by the Directors from time to time of the Company.

6. **Vendors Warranties**

- 6.1 The Vendors warrant jointly and severally that they have full power and authority to enter into and perform this Agreement.
- 6.2 The Vendors warrant jointly and severally that there is no charge pledge lien or other encumbrance over the Shares and that they will not execute or otherwise create any charge

pledge lien or other encumbrance over the shares hereafter

- 6.3 The Vendors warrant that they have not agreed to sell the Shares or grant any rights over the Shares to any person.

Signed by **STEVEN HALL**

Signed by **LISA JAYNE HALL**

Signed by **DAVID PALMER**

for and on behalf of **WALTER AINSBURY & SON LIMITED**