

Company No: 01966114

The Companies Acts 1985 and 1989

Company Limited by Shares

Written Resolutions

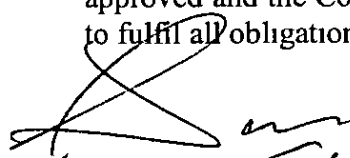
of

B T Q Limited

("the Company")

The following Resolutions were effectively passed on *27th June* 2007 as written resolutions signed by all the members of the above named Company

- 1 That if and insofar as articles 7 to 11 (inclusive) of the Company's articles of association would (but for this resolution) have to be complied with before the terms of an agreement between Mrs J Griswold (1) and the Company (2) for the purchase by the Company of 548 ordinary shares of £1 each in the capital of the Company as set out in the draft contract attached and initialled by a director of the Company for the purposes of identification ("the Contract") may be properly fulfilled the said articles shall be waived for the purposes of the transactions contemplated by the Contract
- 2 That the terms of an agreement between Mrs J Griswold (1) and the Company (2) for the purchase by the Company of 548 ordinary shares of £1 each in the capital of the Company as set out in the draft contract attached and initialled by a director of the Company for the purposes of identification ("the Contract") be and are hereby approved and the Company be and is hereby authorised to enter into the Contract and to fulfil all obligations of the Company thereunder


**Certified to be a true copy
of the Resolutions passed**

FRIDAY



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COMPANIES HOUSE

COMPANIES HOUSE

Agreement for off market purchase of own shares

- (1) Julia Griswold
- (2) B T Q Limited

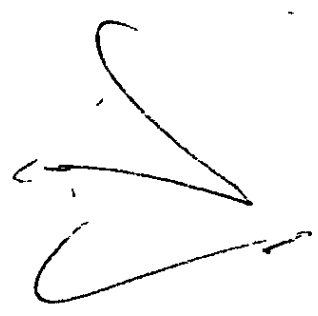
Dated 26 June 2007

Ref T10CSG/SM05/066467/000001/T2255260 1

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A large, stylized handwritten signature in black ink, consisting of a large 'J' or 'L' shape with a horizontal stroke extending to the right.

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2007

Between:

- (1) **Julia Griswold** of 27 Quana duck Road, Stanington, Conneticut, United States of America ("**the Vendor**")
- (2) **B T Q Limited** (registered in England with number 1966114) whose registered office is at Wathen Street, Staple Hill, Bristol BS16 5LL ("**the Company**")

Background:

- (A) The Company is a private limited company incorporated in England with registered number 1966114 and has an authorised share capital of £50,000 divided into 50,000 ordinary shares of £1 each of which 25,440 have been issued and are fully paid or credited as fully paid
- (B) The Vendor is the legal and beneficial owner of the Sale Shares (as defined below)
- (C) The draft terms of this Agreement have been authorised by a written resolution signed, in accordance with sections 381A and 381B of and with paragraph 5 of Schedule 15A to the Companies Act 1985, by all members of the Company except the Vendor and such authority has been neither varied or revoked.
- (D) Pursuant to the powers and authorities conferred by
 - a Chapter VII or Part V, Companies Act 1985,
 - b the articles of association of the Company, and
 - c the resolution referred to above,

the Company desires to purchase and the Vendor desires to sell the Sale Shares on the terms set out in this Agreement

It is agreed as follows:

1 Definitions and interpretation

11 In this Agreement, unless the context otherwise requires, the following words have the following meanings

"the Act"	the Companies Act 1985,
"this Agreement"	this Agreement (including any schedule or annexure to it and any document in agreed form),
"Completion"	completion of the obligations of the parties hereto in accordance with Clause 4,
"the Sale Shares"	the 548 ordinary shares of £1 each in the Company registered in the name of the Vendor

1 2 In this Agreement, unless the context otherwise requires

1 2 1 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time,

1 2 2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing,

1 2 3 any reference to the singular shall include the plural and vice versa,

1 2 4 any reference to the masculine gender shall include the feminine and neuter and vice versa,

1 2 5 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Agreement, and

1 2 6 references to numbered Clauses, Schedules or paragraphs are references to the relevant clauses schedules or paragraphs of this Agreement respectively

2 Sale and purchase

The Vendor shall sell and the Company shall purchase the Sale Shares together with all rights attaching or accruing to them at Completion with full title guarantee and free from any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) howsoever created or arising ("**Encumbrances**")

3 Consideration

The purchase price for the Sale Shares shall be the aggregate sum of £49,320 in cash ("**the Consideration**")

4 Completion

4 1 Completion shall take place immediately following the signing of this Agreement at the offices of the Company (or such other place as the parties may agree) when (insofar as the following acts and deeds have not already then been effected)

4 1 1 the Vendor shall deliver or cause to be delivered to the Company or as it shall direct a duly executed transfer of the Sale Shares together with the relevant share certificate or certificates and other documents of title (if any), and

4 1.2 the Company shall pay the Consideration to the Vendor by cheque or such other form of payment which may be agreed between the parties

5 Warranties by the Vendors

5 1 The Vendor warrants and represents to the Company that

5.1 1 the Vendor has all requisite power and authority, and has taken all necessary action, to enable her to enter into and perform this Agreement and all agreements and documents entered into, or to be entered into, pursuant to the terms of this Agreement,

5.1 2 the Vendor has good and marketable title to the Sale Shares and the Sale Shares are owned legally and beneficially by the Vendor and are free from all Encumbrances or interests in favour of any other person,

5 1 3 no person has the right (whether exercisable now or in the future and whether contingent or not) to call for the sale or transfer of any of the Sale Shares or of any loan capital of the Company which is owned by the Vendor whether under any option or other agreement (including conversion rights) or otherwise

6 Further Assurance

Each party shall execute and do (or procure to be executed or done by any other necessary party) all such deeds, documents, acts and things as any other party may from time to time reasonably require to give to each party the full benefit of this Agreement

7 Continuing obligations

The provisions of this Agreement insofar as the same shall not have been performed at Completion shall remain in full force and effect notwithstanding Completion

8 Notices

8 1 Any notice or consent required or permitted under this Agreement shall be in writing and shall be sent by first class registered post, hand delivery or fax

8 2 Subject to Clause 8 4 below any such notice, consent or other document shall be deemed to have been duly received

8 2 1 if despatched by first class, registered post - 48 hours from the time of posting to the relevant party, or

8 2 2 if despatched by hand delivery - at the time of actual delivery, or

8 2 3 if despatched by fax - 24 hours after the time of the despatch

8 3 For the purposes of this Clause the postal address and fax number of each party shall be the last known postal address or fax number of the party concerned as it may notify in writing from time to time

8 4 In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the

notice was duly stamped addressed and posted to the addresses specified in Clause 8 3 above In proving service by fax it shall be sufficient to prove that it was properly addressed and dispatched to the number or address specified in Clause 8 3 above

- 8 5 A party shall not attempt to prevent or delay the service on it of a notice under this Agreement.

9 Entire Agreement

- 9 1 This Agreement and any Schedules to it shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to in it and the subject matter of it and shall supersede any previous agreement(s), prior drafts, undertakings, representations, warranties and arrangements of any nature whatsoever whether or not in writing between the parties in relation to the matters referred to in this Agreement or in connection with the subject matter of it

- 9 2 Each of the parties acknowledges and agrees that it has not been induced to enter into this Agreement in reliance upon, and has not given, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this Agreement

- 9 3 Nothing in this Agreement shall operate to exclude or limit any liability for fraud

10 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any party may enter into this Agreement by signing any such counterpart

11. Governing Law

This Agreement shall be governed by and construed in accordance with English Law

12 Jurisdiction

Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts, to which each of the parties irrevocably submits

13. Costs and Expenses

Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, and execution of this Agreement

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

Signed by
Julia Griswold
in the presence of

Witness Signature

Witness Name

Witness Address

) Julia Griswold
)
)
) Kit Fratus

105 EDMOND RD.
JEWETT CITY, CT. 06351

Witness Occupation

Signed by
duly authorised representative on
behalf of B T Q Limited
in the presence of

Witness Signature

Witness Name

Witness Address

)
)
)
)
)

ATL
A T RING

B7Q LTD BS16 5LL

Witness Occupation