

£325

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CHFP010

Please do not write in this margin

COMPANIES FORM No. 169

Return by a company purchasing its own shares

646/11

169

Pursuant to section 169 of the Companies Act 1985

To the Registrar of Companies
(address overleaf)

Please complete legibly, preferably in black type, or bold block lettering

For official use

Company Number

Please do not write in the space below
For Inland Revenue use only

Name of company

--	--	--

4070264

* Insert full name of company

* FRESH MINDS LIMITED

NOTE

This return must be delivered to the Registrar within a period of 28 days beginning with the first date on which shares to which it relates were delivered to the company

Shares were purchased by the company under section 162 of the above Act as follows

Class of shares	Ordinary		
Number of shares purchased	1,786		
Nominal value of each share	£0 01		
Date(s) on which the shares were delivered to the company	27/06/2007		
Maximum prices paid for each share	£		
Minimum prices paid for each share	£		

§ A private company is not required to give this information

The aggregate amount paid by the company for the shares to which this return relates was £ 64,873 88

Stamp Duty is payable on the aggregate amount at the rate of ½% rounded up to the nearest multiple of £5 £ 325 00

‡ Insert Director, Secretary, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

Signed [Signature] Designation ‡ DIRECTOR Date 27.6.07

Presenter's name, address and reference (if any)
SimSec Limited
57 Kings Road
Walton-on-Thames
Surrey
KT12 2RB

For official use (02/06)

General Section

Post room

TUESDAY



A14

ASYYBRII

24/07/2007

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COMPANIES HOUSE

BLUEPRINT

2000

DATED

27th June 2007

FRESH MINDS LIMITED

- and -

KENNETH WILLIAMS BROOKS

SALE AND PURCHASE AGREEMENT
relating to
Purchase of shares in Fresh Minds Limited



A14

ASYIERIL

24/07/2007

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COMPANIES HOUSE

TAYLOR WESSING
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX

Tel +44 (0)20 7300 7000
Fax +44 (0)20 7300 7100
DX 41 London

Draft 1
6 June 2007
Ref PBK/TXK/FRE-94-15

THIS AGREEMENT is made the

27th day of June 2007

BETWEEN

- (1) **KENNETH WILLIAMS BROOKS** of Glebe House, Church End, South Leigh, Witney, Oxon, OX8 6UR (the "**Seller**"), and
- (2) **FRESH MINDS LIMITED** company number 4070264 whose registered office is at Hamilton House, Howard Street, Oxford, Oxon, OX4 3AY (the "**Company**")

INTRODUCTION

- (A) The Company was incorporated in England as a private limited company on 12 September 2000 and as at today's date has an authorised share capital of £1,000 divided into 100,000 ordinary shares of £0.01 each of which 64,421 ordinary shares of £0.01 each have been issued and are fully paid
- (B) The Seller is the holder of 1,786 ordinary shares of £0.01 each in the capital of the Company
- (C) The Seller has agreed to sell and the Company has agreed to buy the Shares
- (D) The Company is authorised by its articles of association to purchase its own shares
- (E) The terms of this agreement have been authorised by a written resolution of the Company passed on [27.06] 2007

AGREED TERMS

1 Definitions and Interpretation

- 1.1 In this agreement and the introduction and schedules the following words and expressions have the meanings set out opposite them

"**Act**" means the Companies Act 1985 as amended by the Companies Act 1989,

"**Business Day**" means a day other than a day which is a Saturday, Sunday or public holiday in England,

"**Completion Date**" or "**Completion**" means the date of this agreement,

"**Company's Solicitors**" means Taylor Wessing LLP,

"**Encumbrance**" includes a mortgage, charge, lien, pledge, right of pre-emption, option, covenant, restriction, lease, trust, order, decree, title defect or any other security interest or conflicting claim of ownership or right to use or any other third party right, and

"**Shares**" means 1,786 ordinary shares of £0.01 each in the Company

2. Sale and Purchase

- 2 1 The Seller with full title guarantee and free from Encumbrances agrees to sell and the Company agrees to buy the Shares
- 2 2 The Shares shall be sold with all rights to dividends and other distributions declared after Completion in respect of the Sale Shares and all other rights and advantages belonging to or accruing on the Sale Shares on or after Completion

3. Consideration

The consideration for the sale of the Shares is £64,873 88 payable on Completion in the manner specified in clause 4 3

4. Completion

- 4 1 The sale and purchase of the Shares shall be completed at the offices of the Company's Solicitors on the Completion Date (or at such other place or on such other date as the parties shall agree)
- 4 2 On Completion the Seller shall deliver the certificate(s) for the Shares to the Company
- 4 3 On Completion the Company shall
- (a) satisfy the consideration by transferring funds to the Seller's designated bank account, and
 - (b) deliver to the Seller an anti embarrassment deed in agreed form duly executed by each of Jonathan Calascione, Michael O'Regan, Charles Osmond, Paul Perkin, Caroline Plumb, James Taylor and David Verey
- 4 4 Each party agrees to provide all information and assistance reasonably requested by the other party or its solicitors to enable the party making the request or its solicitors to comply with the Money Laundering Regulations 2003

5 Notices and other Communications

- 5 1 Where this agreement provides for the giving of notice or the making of any other communication, such notice or communication shall not (unless otherwise expressly provided) be effective unless given or made in writing in accordance with the following provisions of this clause
- 5 2 Any notice or communication to be given or made clear under or in connection with this agreement may be
- (a) delivered or sent by post to the parties relevant address set out on page 1 of this agreement, or
 - (b) sent by fax to
- | | | |
|-------------|---------------|---|
| the Seller | [01493 704529 |] |
| the Company | 0870 460 1596 | |

and shall be marked in the case of the Seller for the attention of Kenneth Williams Brooks and in the case of the Company for the attention of the company secretary

5 3 Any notice or other communication so delivered or sent shall be deemed to have been served when received except that if it is received between 5 30 p m on a Business Day and 9 00 a m on the next Business Day it shall be deemed to have been served at 9 00 a m on the second of such Business Days

5 4 Where either party has given notice to the other of any different address or number to be used for the purposes of this clause then such different address or number shall be substituted for that shown

6. Miscellaneous

6 1 Each party shall bear its own costs incurred in the negotiations leading up to and in preparation of this agreement and of matters incidental to this agreement

6 2 This agreement shall so far as it remains to be performed continue in full force and effect notwithstanding Completion

6 3 No term or provision of this agreement shall be varied or modified by any prior or subsequent statement, conduct or act of any party, except that the parties may amend this agreement only by letter or written instrument signed by all of the parties

6 4 The headings to the clauses in this agreement are for ease of reference only and do not form any part of this agreement for the purposes of construction

6 5 This agreement and all documents entered into on or after the date of this agreement in connection with it or referred to in it (the "**Agreed Documents**"),

(a) constitute the entire agreement between the parties about the subject matter of this agreement, and

(b) (in relation to such subject matter) supersede all earlier discussions, understandings and agreements between any of the parties and all earlier representations by any party

6 6 The parties have not entered into this agreement in reliance upon, nor have they given, any representation, warranty or promise except as expressly set out in the Agreed Documents

6 7 If a party has given any representation, warranty or promise then, (except to the extent that it has been set out in the Agreed Documents) the party to whom it is given waives any rights or remedies which it may have in respect of it

6 8 The parties have no right to rescind or terminate this agreement for breach of contract or for negligent or innocent misrepresentation

6 9 This clause shall not exclude the liability of a party for fraud or fraudulent misrepresentation or concealment or any resulting right to rescind this agreement

6 10 This agreement may be entered into by the parties to it on separate counterparts, each of which when so executed and delivered shall be the original, but the counterparts shall together constitute one and the same instrument

6 11 If at any time any term or provision in this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this agreement, but the enforceability of the remainder of this agreement shall not be affected

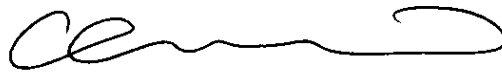
7. Governing law

This agreement is to be governed by and construed in accordance with English law and each party to this agreement submits to the exclusive jurisdiction of the courts of England and Wales

This agreement has been entered into on the date shown at the beginning of this agreement

SIGNED by
for and on behalf of
FRESH MINDS LIMITED

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)
)



SIGNED by
for and on behalf of
KENNETH WILLIAMS BROOKS

)
)
)

