

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

CRANDELL LIMITED
(the "Company")

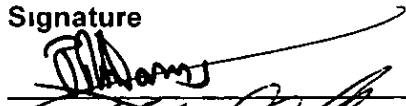
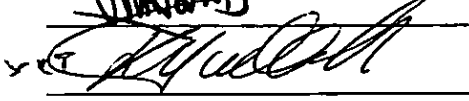
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006
Circulation Date: 4 January 2013

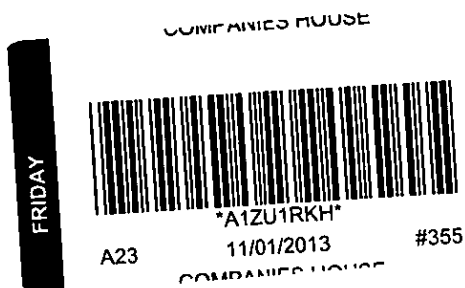
We, the undersigned, being the members of the Company entitled to vote on the following resolution on the above-mentioned Circulation Date, hereby agree to the following Special Resolution in accordance with Chapter 2 of Part 13 of the Companies Act 2006

SPECIAL RESOLUTION

THAT:

The terms of a contract proposed to be made between the Company and Carol Dean for the purchase by the Company of 59 Ordinary Shares of £1 00 each in the capital of the Company for a total consideration of £24,000 as set out in the contract attached ("**Purchase Contract**") be approved and the Company be authorised to enter into the Purchase Contract

Name of Shareholder	Signature	Date of signature
JOHN ROGER ADAMS		<u>10 January</u> 2013
KEITH IAN TUDBALL		<u>10 January</u> 2013



NOTES

- 1 If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

By Hand delivering the signed copy to 95 Hill Road, Clevedon North Somerset BS21 7PN

Post returning the signed copy by post to 95 Hill Road, Clevedon North Somerset BS21 7PN

If you do not agree to the Special Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement
- 3 Where, by 1 February 2013, insufficient agreement has been received for the Special Resolution to pass, it will lapse
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

DATED 10 January 2013

CAROL [A] DEAN

-and-

CRANDELL LIMITED

SHARE SALE AND PURCHASE AGREEMENT

**Quality Solicitors Burroughs Day
14 Charlotte Street
Bristol
BS1 5PT**

THIS AGREEMENT is made the 10th day of January 2013

BETWEEN:

- (1) CAROL [ANNE] DEAN of [UNIT 8/157 PACIFIC DR
PORT MACQUARIE] (the "Vendor"), and
NSW 2444 AUSTRALIA
- (2) CRANDELL LIMITED (Registered Number 01926802) whose registered office is at 95 Hill Road, Clevedon, North Somerset BS21 7PN ("the Company")

BACKGROUND:

- (A) The Vendor is the registered holder and beneficial owner of 59 fully paid Ordinary Shares of £1 00 each in the capital of the Company (the "Sale Shares")
- (B) The Company wishes to purchase, and the Vendor wishes to sell the Sale Shares on the terms contained in this Agreement
- (C) The draft terms of this Agreement have today been approved and authorised by special resolution of the relevant members of the Company (to whom draft terms were supplied at the time of their passing of the resolution) in accordance with Section 696 of the 2006 Act, and such authority has neither been varied nor revoked

IT IS AGREED as follows

1. Definitions

- 1.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings

"the 2006 Act"	the Companies Act 2006,
"Board"	the board of directors of the Company,
"business day"	means any other day (other than Saturday or Sunday) on which clearing banks in London are open for a full range of banking transactions,
"Completion"	means the completion of the sale and purchase of the Sale Shares and includes the performance of all other matters required to be done pursuant to Clause 4,
"Consideration"	means the sum of £24,000 (twenty four thousand pounds),
"Vendor's Solicitors"	means Cooke Painter Limited of 314 Wells Road, Knowle, Bristol BS4 2QG

2. Sale and Purchase of the Sale Shares

- 2.1 Subject to the terms and conditions of this Agreement, the Vendor with full title guarantee shall sell and the Company shall purchase the Sale Shares for the Consideration

2 2 The Company shall pay the Consideration out of its "distributable profits" (within the meaning of Section 736 of the 2006 Act)

3. Vendor's warranty

3 1 The Vendor warrants that she has full legal title to the Sale Shares and that the Sale Shares are free from any lien, charge or encumbrance

4. Completion

4 1 Completion of the sale and purchase of the Sale Shares shall take place on the date of this Agreement when

4 1 1 the Company shall deliver to the Vendor's Solicitors duly executed board minutes of the Company confirming that the Company has sufficient "distributable profits" at Completion within the meaning of Section 736 of the 2006 Act to finance the purchase of the Sale Shares,

4 1 2 the Vendor shall deliver to the Company the share certificate(s) representing the Sale Shares, or, in the case of a lost share certificate(s) an indemnity in such form as the Company may reasonably require,

4 1 3 the Company shall pay to the client account of the Vendor's Solicitors by telegraphic transfer the Consideration

4 2 Immediately following completion of the matters referred to in Clause 4 1, the Company shall alter its register of members so as to show

4 2 1 that the Vendor has transferred the Sale Shares to the Company and has thereby ceased to hold those shares, and

4 2 2 that the Sale Shares have been cancelled in accordance with Section 688 of the 2006 Act

5. Waiver of Claims

5 1 The Vendor agrees that she does not have, or will not have, any claim whatsoever against the Company, its shareholders, directors or officers, and to the extent that any claim exists, or may exist, the Vendor hereby irrevocably waives such claim and hereby releases each of those parties from any liability whatsoever in respect of any such claim

5 2 The Company agrees that it does not have, or will not have, any claim whatsoever against the Vendor, and to the extent that any claim exists, or may exist, the Company irrevocably waives such claim and hereby releases the Vendor from any liability whatsoever in respect of any such claim

6. Announcements

6 1 Save as required by law, no announcement or disclosure shall be made by either party to any third party of the transactions referred to in this Agreement without the prior written consent of each of the parties (such consent not to be unreasonably withheld or delayed)

7. Miscellaneous

- 7 1 Each party shall bear his, her or its own professional costs and charges incurred in relation to this Agreement. The Company shall pay all the stamp duty payable in respect of the purchase of the Sale Shares
- 7 2 The headings of Clauses in this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement
- 7 3 References in this Agreement to the singular include the plural and vice-versa
- 7 4 References in this Agreement to any statutory provision shall include reference to any statutory modification or re-enactment for the time being in force
- 7 5 Any notice or demand required or authorised to be given under this Agreement by one party to the other may (without prejudice to any other means of service) be served by sending the same by first class registered post to the other party at his or its address stated in this Agreement or such other address as may from time to time be notified for this purpose in accordance with this Clause. Any notice so given shall be deemed to have been served at the expiration of 48 hours from the time of posting
- 7 6 No variation to this Agreement shall be effective unless in writing and signed by or on behalf of each of the parties
- 7 7 This Agreement shall be governed by and construed in accordance with English law, and the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the English Courts
- 7 8 Subject to and upon Completion, this Agreement supersedes any previous agreement between the parties in relation to the matters dealt with in this Agreement, represents the entire agreement between the parties in relation to such matters and no variation of this Agreement shall be effective unless made in writing
- 7 9 The parties shall, and shall use their reasonable endeavours to procure that any necessary third parties shall execute, produce and do all such further deeds, documents, information and things as either party may reasonably require by notice in writing to the other party to carry the provisions of this Agreement into full force and effect
- 7 10 No waiver, forbearance, delay or failure by any party in relation to or in the exercise of his, her or its right to enforce a provision of this Agreement shall constitute a waiver or estoppel of such party's rights to enforce any other provision of this Agreement or such party's right to enforce such a provision in the future
- 7 11 This Agreement shall enure for the benefit of, and be binding upon, each party's personal representatives and other successors
- 7 12 This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed shall be an original, but all the counterparts shall together constitute one and the same agreement

IN WITNESS whereof the parties have executed this Agreement the day and year first before written

SIGNED by CAROL [ANN] DEAN
in the presence of -

Witness Signature

Witness Name ROBERT. A. MILLARD }

Witness Address 9. HIGHFIELDS. HAWKESBURY UPTON
NR. BADMINTON. GLOS. UK.

SIGNED by CRANDELL LIMITED

Acting by director
in the presence of -

Witness Signature

Witness Name

Witness Address