

Company Number: 3141013

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION

of

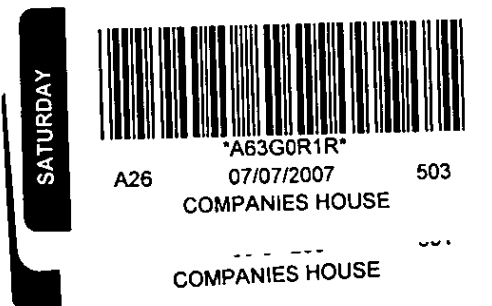
URBAN SPLASH GROUP LIMITED

Passed the 10th day of April 2007

By a Written Resolution of the above named Company duly passed on the above date, pursuant to Section 381A of the Companies Act 1985 the following Resolution was duly passed as a Resolution of the Company as follows:

1. THAT the terms of an agreement proposed to be made between Fiona Woodward-Kelly and the Company for the purchase by the Company of 6,400 Ordinary shares of £1.00 each ("the Shares") in the capital of the Company ("Agreement") upon the terms (including at the price of £277,000) set out in the attached copy of the proposed Agreement are approved
2. THAT all rights in relation to the transfer of shares contained within the Company Articles of Association be waived in respect of the Shares


.....
Director/Secretary





EVERSHEDS

Dated

10 APRIL

2007

- (1) Fiona Woodward-Kelly
- (2) Urban Splash Group Limited

Purchase agreement

(for the purchase of own shares)

1

CONTENTS

Clause	Page
1. Interpretation	2
2. Sale and Purchase	3
3. Completion	3
4. Warranty	4
5. General	5

THIS AGREEMENT is made on

10 APRIL

2007

BETWEEN

- (1) Fiona Woodward-Kelly of 2 Devonshire Road, Heaton Moor, Stockport, Cheshire, SK4 4EF ("Selling Shareholder"); and
- (2) Urban Splash Group Limited (registered number 3141013) whose registered office is at Timer Wharf, 16-22 Worsley Street, Castlefield, Manchester, M15 4LD ("Company")

RECITALS

- (A) The Company has agreed to purchase and the Selling Shareholder has agreed to sell the Shares on the terms set out in this Agreement
- (B) The terms of this Agreement have been approved by a written resolution of the members of the Company duly passed in accordance with section 381A of and Schedule 15A to the Companies Act 1985 as required by Chapter VII of Part V of the Companies Act 1985.

OPERATIVE CLAUSES

1 INTERPRETATION

In this Agreement:

- 1.1 the following expressions have the following meanings unless inconsistent with the context.

"Business Day"	any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business
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"Completion"	completion of the sale and purchase in accordance with clause 3
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"Completion Date"	the 10 th April 2007
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"Consideration"	the consideration for the sale of the Shares as stated in clause 2 2
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"Encumbrance"	any mortgage, charge, pledge, lien, assignment, option, restriction, claim, right of pre-emption, right of first refusal, third party right or interest, other encumbrance or security interest of any kind, or other
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preferential arrangement having similar effect save for such rights as contained in the Company's Articles of Association

"Shares"

6,400 Ordinary Shares of £1.00 each in the capital of the Company registered in the name of the Selling Shareholder

- 1 2 references to clauses and Schedules are to clauses of and Schedules to this Agreement;
- 1 3 references to a document being "in the agreed terms" are to that document in the form agreed and for the purposes of identification initialled by or on behalf of the Selling Shareholder and the Company,
- 1 4 the singular includes the plural and vice versa;
- 1 5 the headings in this Agreement will not affect its interpretation; and
- 1.6 any phrase introduced by the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

2 SALE AND PURCHASE

- 2 1 The Selling Shareholder will sell with full title guarantee, and the Company will buy, the 6,400 Shares free from any Encumbrance and with all rights attaching or accruing to them at or after the date of this Agreement.
- 2.2 The consideration for the sale of the Shares is £277,000 (two hundred and seventy seven thousand pounds) which shall be payable in full to the Selling Shareholder on Completion

3. COMPLETION

- 3.1 The sale and purchase of the Shares shall be completed on the Completion Date when the following shall take place:
 - 3.1 1 the Selling Shareholder shall deliver to the Company the relevant share certificate(s) in respect of her holding of Shares for cancellation or, in the case of a lost certificate, such indemnity as the Company shall reasonably require,
 - 3 1 2 the Company will pay the Consideration to the Selling Shareholder by a electronic funds transfer to the Selling Shareholder's account with HSBC, 32 Rodney Street, Liverpool, Sort Code 40 29 28, Account number 21141988;
 - 3 1 3 the Company will deliver to the Selling Shareholder a certified copy of the

special resolution together with the accompanying board minutes and shareholders pre-emption waiver of the Company approving the terms of this Agreement.

- 3.2 The Selling Shareholder hereby irrevocably waives all rights of pre-emption and all other restrictions whatsoever on transfer over or in respect of the Shares or any of them to which she may be entitled under the Articles of Association of the Company or otherwise.

4. **WARRANTY**

- 4 1 The Selling Shareholder hereby represents and warrants to the Company that as at the Completion Date she is the beneficial owner of the 6,400 Shares and there are outstanding no Encumbrances in respect of any of such Shares and there has been no exercise, purported exercise or claim of any Encumbrance, equity or other right over any of the Shares;
- 4 2 The warranties and representations contained in clause 4 1 shall continue in full force and effect without limit in time notwithstanding Completion

5. **GENERAL**

- 5.1 Upon and after Completion the Selling Shareholder will do or procure the doing of all acts and things and execute, or procure the execution of, all documents as the Company reasonably considers necessary, at the Company's expense, to give full effect to the terms of this Agreement.
- 5 2 At the request of the Company the Selling Shareholder shall execute under seal a power of attorney in favour of such person as may be nominated by the Company generally in respect of the Shares and in particular to enable the Company (or its nominee) to give effect to the terms of this Agreement and the Company covenants with the Selling Shareholder to indemnify her against all and any claims, costs, expenses or other liabilities whatsoever suffered or incurred by the Selling Shareholder resulting or arising from the granting of such power of attorney.
- 5.3 This Agreement shall be binding upon and enure for the benefit of the personal representatives of the Selling Shareholder but shall not be assignable.
- 5.4 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 5.5 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the law of England and Wales.

5.6 The courts of England and Wales will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.

5.7 This Agreement may be executed in any number of counterparts each of which when executed and delivered will be an original, but all the counterparts will together constitute one and the same agreement.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed

SIGNED as a deed by
Fiona Woodward-Kelly
in the presence of:

Witness signature:

Name:

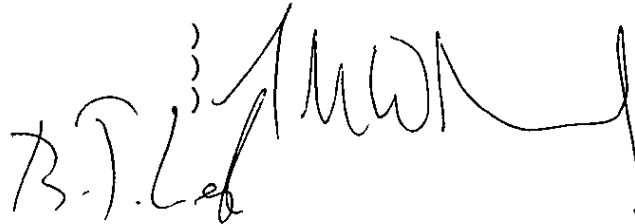
Address

Occupation

BT LEAP

ST. JOHNS STREET, MANCHESTER

SOLICITOR.



SIGNED as a deed by)
Urban Splash Limited)
acting by [NAME] and [NAME],)
a director and its secretary or two directors)

Director

Director/Secretary

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Fiona Woodward-Kelly)
in the presence of)

Witness signature:

Name:

Address

Occupation:

SIGNED as a deed by)
Urban Splash Limited)
acting by [NAME] and [NAME],)
a director and its secretary or two directors)

Director

Director/Secretary

