

Company number 04264507

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

HCD GROUP LIMITED (the Company)



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08/07/2010

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COMPANIES HOUSE

Circulation date

Pursuant to chapter 2 of part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the **Resolution**)

SPECIAL RESOLUTION

The terms of an agreement between the Company and Julian Guaregui for the purchase by the Company of 9,000 Ordinary shares of £0.01p each in the capital of the Company as set out in the draft contract attached (**Purchase Contract**) be approved and the Company be authorised to enter into the Purchase Contract

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution

The undersigned, a person entitled to vote on the above resolutions on 10/06/2010, hereby irrevocably agrees to the Special Resolution:

Name of Shareholder

Signature

Date of Signature

Jeffrey Butler

10th June 2010

Nigel Cole

10th June 2010

Stephen Hicks



10.06.2010

Anthony Dyer



10.06.10.

Stephen Highwood



9th JUNE 2010

Jon Davies



10.6.10

Andrew Lowe



9 June 2010.

NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using the following method

- **By hand** delivering the signed copy to Berry Smith LLP, Haywood House, Dumfries Place, Cardiff, CF10 3GA marked for the attention of Emma Borrington
- **By post** returning the signed copy by post to Berry Smith LLP, Haywood House, Dumfries Place, Cardiff, CF10 3GA marked for the attention of Emma Borrington
- **Fax** faxing the signed copy to Berry Smith LLP - 02920 221824 marked "For the attention of Emma Borrington"

If you do not agree to the 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 Resolution, you may not revoke your agreement

3 Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us on or before this date

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. Please also include the name of the person on whose behalf you are signing where indicated in the signature box 2. Once you have indicated your agreement to the Special Resolution[s], you may not revoke your agreement

DATED 30th June 2010

(1) HCD GROUP LIMITED

(2) JULIAN GAUREGUI

PURCHASE CONTRACT

**Berry Smith LLP
Haywood House
Dumfries Place
Cardiff
CF10 3GA**

**Dated: 02.06.2010
ELB – V1**

THIS AGREEMENT is made on the 30th June day of 2010

BETWEEN -

- (1) **JULIAN GAUREGUI** of 6, Vaughan Avenue, Llandaff, Cardiff CF5 2HR (**Seller**).
- (2) **HCD GROUP LIMITED** incorporated and registered in England and Wales with company number 04264507 whose registered office is at 2 Links Court, Links Business Park, Fortran Road, St Mellons, Cardiff, CF3 0LT (**Company**)

WHEREAS.

- (A) The Seller is the registered holder of 9,000 ordinary shares of £0.01p each in the capital of the Company (**Shares**).
- (B) It is proposed that the Company shall purchase the Shares from the Seller for cancellation on the terms of this agreement

IT IS AGREED AS FOLLOWS

1 Interpretation

The definitions in the background provision of this agreement shall apply to this agreement

2 Sale and purchase of shares

- 2.1 The Seller agrees to sell, or procure the sale of the Shares with full title guarantee for a consideration of £18,150 for the Shares and the Company agrees to purchase them and to pay such consideration to the Seller.
- 2.2 The Seller warrants that there are no liens, charges or other encumbrances over or in respect of the Shares.
- 2.3 Completion of the sale and purchase of the Shares shall take place immediately on execution of this agreement when the Seller shall deliver the share certificate(s) or other evidence of title to the Shares to the Company and the Company shall satisfy its obligation to pay the consideration due in respect of the Shares by payment of the sum of £18,150 to the Seller by way of telegraphic transfer for same day value to the Seller's account at Barclays Bank, Account no. 43862704, sort code 20-18-15

3. Further assurance

The Seller agrees that, on being requested in writing by the Company to do so, it shall, at the Company's expense, immediately execute and sign all such deeds and

documents and do all such things as may be reasonably necessary in order to give effect to the terms of this agreement

4. Governing law and jurisdiction

This agreement shall be governed by and construed in accordance with English law and the parties to this agreement irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this agreement

5 Entire agreement

This agreement constitutes the entire and only legally binding agreement between the parties relating to its subject matter and no variation of this agreement shall be effective unless made in writing and signed by or on behalf of all the parties and expressed to be such a variation.

6 Agreement survives completion

This agreement shall remain in effect despite its completion.

7. Counterparts

This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

IN WITNESS WHEREOF this document has been executed and delivered as a agreement on the date first stated above