

Company Number: 05112997

Private Company Limited by shares

Written resolution of:

HLW 229 LIMITED (THE "COMPANY")

CIRCULATION DATE:

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolution 1 below is passed as a special resolution ("Special Resolution")

SPECIAL RESOLUTION

1. THAT the proposed contract between (1) the Company and (2) Rachel Pickford for the purchase by the Company of 100 ordinary shares of £1.00 each in the capital of the Company currently held by Rachel Pickford for £62,500 (the "Share Purchase Agreement"), in the form attached to this resolution, be approved pursuant to section 164(2) of the Companies Act 1985 and that any director in the presence of an independent witness be authorised to execute the Share Purchase Agreement on behalf of the Company and that the directors be authorised to implement and complete the contract in accordance with its terms.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution. The undersigned, being persons entitled to vote on the Special Resolution on the Circulation Date hereby irrevocably agree to the Special Resolution, notwithstanding the provisions of section 164(3) of the Companies Act 1985.

Signed:

ROBERT DAVID VICTOR BROADBENT

Date

14/9/09.

Signed:

KAREN HIRST

Date

14/9/09

Signed:

AUDREY STANLEY

Date

14.9.09

THURSDAY



A13

AU2RQDQQ

01/10/2009

160

COMPANIES HOUSE

NOTES

1. If you agree with 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:

- 1.1 **by hand:** delivering the signed copy to Company Secretary, HLW 229 Limited, Whitley Hall Hotel, Whitley Hall, Elliott Lane, Grenoside, South Yorkshire, S35 8NR; or

- 1.2 **by post:** returning the signed copy by post to Company Secretary, HLW 229 Limited, Whitley Hall Hotel, Whitley Hall, Elliott Lane, Grenoside, South Yorkshire, S35 8NR.

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 do not reply.

2. Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
3. Unless by 28 days after the Circulation Date, sufficient agreement has been received for the Special Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or during this date.

DATED

2009

(1) RACHEL PICKFORD

(2) HLW 229 LIMITED

SHARE PURCHASE AGREEMENT
for the purchase of 100 Ordinary Shares of
£1.00 each in HLW 229 Limited



Commercial House
Commercial Street
Sheffield
S1 2AT

Contents

Description	Page Number
1. SALE AND PURCHASE OF THE SHARES	2
2. COMPLETION	2
3. WARRANTIES OF THE SELLER	3
4. WAIVER OF DIVIDEND RIGHTS	3
5. FURTHER ASSURANCE	4
6. ENTIRE AGREEMENT	4
7. ENFORCEMENT BY THIRD PARTIES	4
8. COUNTERPARTS	4
9. GOVERNING LAW AND JURISDICTION	4
10. GENERAL	4

THIS AGREEMENT is made the day of 2009

BETWEEN:

- (1) **RACHEL PICKFORD** of Ruggen House, Berry Lane, Howbrook, Sheffield, South Yorkshire, S35 7EJ (the "**Seller**"); and
- (2) **HLW 229 LIMITED** (CRN: 05112997) whose registered office is at Whitley Hall Hotel, Whitley Hall, Elliott Lane, Grenoside, South Yorkshire, S35 8NR (the "**Company**").

WHEREAS:

- (A) The Company was incorporated in England on 27 April 2004 under the Companies Act 1985 (the "**Act**") and is a private company limited by shares.
- (B) In accordance with its Articles of Association the Company has the necessary power to enter into this Agreement.
- (C) This Agreement has been approved by a written resolution passed on the date hereof.
- (D) The Seller has agreed to sell 100 Ordinary Shares of £1.00 each of the Company subject to the terms and conditions of this Agreement (the "**Shares**").

IT IS HEREBY AGREED as follows:

1. SALE AND PURCHASE OF THE SHARES

Subject to the terms and conditions of this Agreement the Seller shall sell with full title guarantee and the Company shall purchase the Shares free from all liens charges encumbrances equities and claims whatsoever **TOGETHER WITH** all rights attaching thereto for a total consideration of £62,500 (the "**Consideration**") payable in accordance with clause 2 hereof.

2. COMPLETION

- 2.1 Completion of the purchase of the Shares shall take place immediately after the signing of this agreement.

- 2.2 The Seller shall deliver to the Company her share certificate or an indemnity for any lost share certificate in an agreed form for the Shares.
- 2.3 A Board Meeting of the Company shall be held at which the transfer referred to in clause 2.2 shall be approved.
- 2.4 Upon completion of the matters referred to in clauses 2.2 and 2.3 the Company shall deliver to the Seller the Consideration in cash in full out of its distributable profits within the meaning of Section 181 of the Act by means of telegraphic transfer to the Seller's following account:
- Bank: []
- Sort Code: []
- Account number: []
- Account name: []
- 2.5 The Company shall be responsible for the processing and for the filing of the requisite forms reflecting the purchase of the Shares at the Companies Registry.
- 2.6 The Company shall pay all stamp and other duties payable in respect of the purchase of the Shares.

3. WARRANTIES OF THE SELLER

- 3.1 The Seller warrants to the Company that:
- 3.1.1 the Shares held by her will be sold free of charge, liens or other encumbrances and she is entitled to transfer and sell the Shares to the Company with full title guarantee; and
- 3.1.2 she has full power to enter into and perform this agreement and this agreement constitutes binding obligations on her in accordance with its terms.

4. WAIVER OF DIVIDEND RIGHTS

In consideration of the Seller's receipt of the Consideration on the date hereof the Seller hereby agrees to waive all rights attaching to the Shares including,

without limitation, her rights to participate in any dividends which may be declared by the Company.

5. FURTHER ASSURANCE

The Seller agrees that, on being requested in writing by the Company to do so, she 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.

6. ENTIRE AGREEMENT

This agreement constitutes the entire 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.

7. ENFORCEMENT BY THIRD PARTIES

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.

8. COUNTERPARTS

This agreement may be executed and delivered 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.

9. 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.

10. GENERAL

- 10.1 The headings to this agreement are for convenience only and shall not effect the construction thereof.

10.2 This agreement shall remain in effect despite its completion.

IN WITNESS whereof this agreement has been duly executed as a deed and delivered on the day and year at the beginning of this agreement.

EXECUTED as a **DEED** by the above)
named **RACHEL PICKFORD** in the)
presence of:)

Witness:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by **ROBERT**)
DAVID VICTOR BROADBENT, a)
director acting for the above named)
HLW 229 LIMITED in the presence of

Witness:

Name:

Address:

Occupation: