

Company number: 5112997

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

HLW 229 LIMITED ("Company")

CIRCULATION DATE: 30 March 2010

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

That, in accordance with section 694 of the Companies Act 2006, the agreement proposed to be made between Karen Hirst and the Company pursuant to which the Company shall purchase from Karen Hirst 50 Ordinary Shares of £1 each in the capital of the Company in the form attached to this written resolution and initialled for the purpose of identification be and is hereby approved

AGREEMENT

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



The undersigned, persons entitled to vote on the above Special Resolution on
2010 hereby irrevocably agree to the Special Resolution

30 March

Signed by **ROBERT DAVID VICTOR
BROADBENT**



Date

30 March 2010

Signed by **AUDREY STANLEY**



Date

30 March 2010

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 the Company Secretary, HLW 229 Limited, Whitley Hall Hotel, Whitley Hall, Elliott Lane, Grenoside, South Yorkshire S35 8NR
- **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 fail to reply

- 2 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement
- 3 Unless, within 28 days of 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
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 5 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



2010

- (1) KAREN HIRST
- (2) HLW 229 LIMITED

SHARE PURCHASE AGREEMENT



Commercial House
Commercial Street
Sheffield
S1 2AT

CONTENTS

1	INTERPRETATION	2
2	AGREEMENT FOR SALE	3
3	CONSIDERATION	3
4	FIRST COMPLETION	4
5	SECOND COMPLETION	4
6	WARRANTIES BY THE SELLER	4
7	GENERAL	5

THIS AGREEMENT is made the day of 2010

BETWEEN:

- (1) **KAREN HIRST** of 3C Huddersfield Road, New Mill, Holmfirth, West Yorkshire HD9 7JU (the "**Seller**")
- (2) **HLW 229 LIMITED** (registered number 5112997) whose registered office is at Whitley Hall Hotel, Whitley Hall, Elliott Lane, Grenoside, Sheffield S35 8NR (the "**Company**")

WHEREAS:

- (A) The Seller is registered as the legal owner of 100 Ordinary Shares of £1 each in the capital of the Company
- (B) The Seller has agreed to sell the Shares (as defined below) in accordance with the terms and conditions of this Agreement
- (C) The Company was incorporated in England on 27 April 2004 and is a private company limited by shares
- (D) The Company has the necessary power to enter into this Agreement as there is no prohibition contained in the Company's articles of association relating to the purchase by the Company of its own shares
- (E) This Agreement has been approved by a written resolution passed on the date hereof

IT IS HEREBY AGREED as follows

1. INTERPRETATION

- 1.1 In this Agreement the following words and expressions have the following meanings

"First Completion" means completion of the purchase of the First Shares in accordance with clause 4,

First Consideration" means the consideration for the First Shares to be sold pursuant to this Agreement,

"First Shares" means 30 Ordinary Shares of £1 each in the share capital of the Company,

"Second Completion" means completion of the purchase of the Second Shares in accordance with clause 5,

"Second Consideration" means the consideration for the Second Shares to be sold pursuant to this Agreement,

"Second Shares" means 20 Ordinary Shares of £1 each in the share capital of the Company, and

"Shares" means the First Shares and the Second Shares

1 2 All references in this Agreement to a statutory provision shall be construed as including references to

1 2 1 any statutory modification, consolidation re-enactment (whether before or after the date of this Agreement) for the time being in force,

1 2 2 all statutory instruments or orders made pursuant to a statutory provision, and

1 2 3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification

1 3 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision

2. AGREEMENT FOR SALE

2 1 Subject to the terms and conditions of this Agreement, the Seller shall sell with full title guarantee and the Company shall purchase

2 1 1 the First Shares with all rights attaching to them and with effect from the date of this Agreement, and

2 1 2 the Second Shares with all rights attaching to them and with effect from the Second Completion

3. CONSIDERATION

3 1 The First Consideration shall be the sum of £36,000

3 2 The Second Consideration shall be the sum of £24,000

4. FIRST COMPLETION

4 1 Completion of the purchase of the First Shares shall take place immediately after the signing of this Agreement

4 2 The Seller shall deliver to the Company the relevant share certificate(s) or an indemnity in respect of any lost certificate(s)

4 3 Upon completion of the matters referred to in clause 4 2 the Company shall deliver to the Seller a cheque for the First Consideration

4 4 The Seller hereby agrees with effect from the date hereof to waive all rights attaching to the First Shares including, without limitation, her rights to participate in any dividends which may be declared by the Company in respect of the First Shares

5. SECOND COMPLETION

5 1 Completion of the purchase of the Second Shares is conditional on the Company having sufficient distributable reserves to fund the purchase in accordance with section 692 Companies Act 2006 Subject to the above condition being satisfied, the Second Completion shall be no later than 31 July 2010

5 2 The Seller shall deliver to the Company the relevant share certificate(s) or an indemnity in respect of any lost certificate(s)

5 3 Upon completion of the matters referred to in clause 5 2 the Company shall deliver to the Seller a cheque for the Second Consideration

5 4 The Seller hereby agrees with effect from the Second Completion to waive all rights attaching to the Second Shares including, without limitation, her rights to participate in any dividends which may be declared by the Company in respect of the Second Shares

6. WARRANTIES BY THE SELLER

The Seller warrants to the Company that the Shares held by her will be sold with full title guarantee free of charges, liens or other encumbrances

7. GENERAL

7.1 This Agreement may be executed in any number of counterparts, and each of the executed counterparts shall be deemed to be an original but, taken together, they shall constitute one instrument

7.2 This Agreement shall be governed by English law, and each of the parties submits to the exclusive jurisdiction of the English courts

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

EXECUTED AS A DEED by the above)
named **KAREN HIRST** in the presence)
of)

Witness)

Name

Address

Occupation

EXECUTED AS A DEED by the above)
named **HLW 229 LIMITED** acting by,)
a director, in the presence of)

Witness

Name

Address

Occupation