

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN SPECIAL RESOLUTION OF

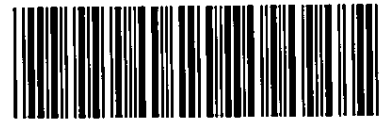
FX CAPITAL GROUP LIMITED

("the Company")

(Registered in England under Company Number 06324658)

Circulation Date: 5th October 2009**SPECIAL RESOLUTION**

SATURDAY



A32 *ABQGVERR* 47
07/11/2009
COMPANIES HOUSE

That the terms of the proposed Agreement whereby the Company may become entitled and obliged to purchase 481,250 of its own A shares of 0.1 pence each from Mark Edworthy at a total price of £18,908, a copy of which is attached to this resolution and initialled by David Mason for the purpose of identification, be and are hereby approved and that any director of the Company be and is hereby authorised to enter into the proposed Agreement on behalf of the Company and to fulfil on its behalf all obligations of the Company thereunder.

We, the undersigned, being the members who would have been entitled to vote on the above resolution on the Circulation Date, signify our agreement to the proposed special resolution in accordance with Section 296 of the Companies Act 2006.



 Nigel Verdon

 Nicholas Marsham



 Stephen Lemon



 Nicholas Bourn



 David Mason

 Tarne Bevan

.....
John Paul Thwaites

.....
For and on behalf of
Nauiakas Park LLP

.....
For and on behalf of
City of London Group plc

.....
For and on behalf of
Axis Forex Group Holdings
Proprietary Ltd

Date of agreement to resolution: 26th October 2009

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN SPECIAL RESOLUTION OF

FX CAPITAL GROUP LIMITED


("the Company")

(Registered in England under Company Number 06324658)

Circulation Date: 5th October 2009**SPECIAL RESOLUTION**

That the terms of the proposed Agreement whereby the Company may become entitled and obliged to purchase 481,250 of its own A shares of 0.1 pence each from Mark Edworthy at a total price of £18,908, a copy of which is attached to this resolution and initialled by David Mason for the purpose of identification, be and are hereby approved and that any director of the Company be and is hereby authorised to enter into the proposed Agreement on behalf of the Company and to fulfil on its behalf all obligations of the Company thereunder.

We, the undersigned, being the members who would have been entitled to vote on the above resolution on the Circulation Date, signify our agreement to the proposed special resolution in accordance with Section 296 of the Companies Act 2006.

.....
Nigel Verdon
.....
Nicholas Marsham.....
Stephen Lemon.....
Nicholas Bourner.....
David Mason.....
Tame Bevan

.....
John Paul Thwaites

.....
For and on behalf of
Nauiakas Park LLP

.....
For and on behalf of
City of London Group plc

.....
For and on behalf of
Axis Forex Group Holdings
Proprietary Ltd

Date of agreement to resolution: 26th October 2009

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN SPECIAL RESOLUTION OF

FX CAPITAL GROUP LIMITED

("the Company")

(Registered in England under Company Number 06324658)

Circulation Date: 5th October 2009**SPECIAL RESOLUTION**

That the terms of the proposed Agreement whereby the Company may become entitled and obliged to purchase 481,250 of its own A shares of 0.1 pence each from Mark Edworthy at a total price of £18,908, a copy of which is attached to this resolution and initialled by David Mason for the purpose of identification, be and are hereby approved and that any director of the Company be and is hereby authorised to enter into the proposed Agreement on behalf of the Company and to fulfil on its behalf all obligations of the Company thereunder.

We, the undersigned, being the members who would have been entitled to vote on the above resolution on the Circulation Date, signify our agreement to the proposed special resolution in accordance with Section 296 of the Companies Act 2006.

.....
Nigel Verdon.....
Nicholas Marsham.....
Stephen Lemon.....
Nicholas Bournier.....
David Mason.....

Tarrin Bevan

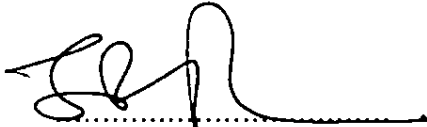
.....
John Paul Thwaites

.....
For and on behalf of
Nauiakas Park LLP

.....
For and on behalf of
City of London Group plc

.....
For and on behalf of
Axis Forex Group Holdings
Proprietary Ltd

Date of agreement to resolution: 26th October 2009



John Paul Thwaites

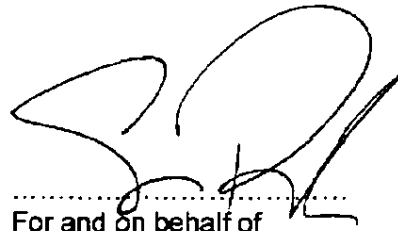
For and on behalf of
Nauiakas Park LLP

For and on behalf of
City of London Group plc

For and on behalf of
Axis Forex Group Holdings
Proprietary Ltd

Date of agreement to resolution: 26th October 2009

2



.....
John Paul Thwaites

.....
For and on behalf of
Nauiakas Park LLP


.....
For and on behalf of
City of London Group plc

.....
For and on behalf of
Axis Forex Group Holdings
Proprietary Ltd

Date of agreement to resolution: 20th October 2009

.....
John Paul Thwaites

.....
For and on behalf of
Nauiakas Park LLP


.....
For and on behalf of
City of London Group plc

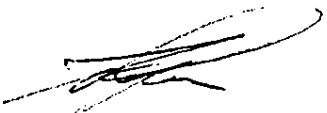
.....
For and on behalf of
Axis Forex Group Holdings
Proprietary Ltd

Date of agreement to resolution: 21 OCTOBER 2009

.....
John Paul Thwaites

.....
For and on behalf of
Nauiakas Park LLP

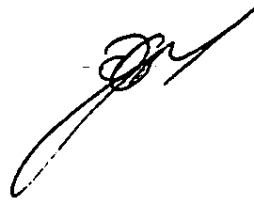
.....
For and on behalf of
City of London Group plc


.....
For and on behalf of
Axis Forex Group Holdings
Proprietary Ltd

Date of agreement to resolution:

26th October

2009



M. EDWORTHY

- and -


FX CAPITAL GROUP LIMITED

**AGREEMENT FOR THE
PURCHASE OF OWN SHARES**

WRIGHT SON & PEPPER

9, Gray's Inn Square
London
WC1R 5JF
Ref: SMA/VF

DX: 35 London/Chancery Lane
Tel: 020 7242 5473
Fax: 020 7831 7454
Email: vfirth@wsap.co.uk


2009

THIS AGREEMENT is made on the day of

BETWEEN

- (1) **MARK EDWORTHY** of 1 Grundisburgh Road, Woodbridge, Suffolk IP12 5HJ ("the Seller")
- (2) **FX CAPITAL GROUP LIMITED** (Co Reg No: 06324658) whose registered office is at Unit 3 Deben Way, Wilford Bridge Road, Melton, Woodbridge, Suffolk IP12 1RB ("the Company")

RECITALS:-

- (A) The Seller desires to sell and the Company desires to purchase 481,250 A shares of 0.1 pence each in the capital of the Company ("the Sale Shares").
- (B) The Company has the power under its Articles of Association to purchase its own shares.
- (C) The draft terms of this Agreement have been authorised by a special resolution of the Company in accordance with Section 694 of the Companies Act 2006 and Section 288 of the Companies Act 2006 and such authority has been neither varied nor revoked.

NOW IT IS HEREBY AGREED as follows:-

THE SALE AND PURCHASE

- 1. The Seller shall sell with full title guarantee and the Company shall purchase the Sale Shares together with all rights attaching to them with effect from the date of this Agreement for the sum of EIGHTEEN THOUSAND NINE HUNDRED AND EIGHT POUNDS (£18,908) ("the Purchase Price") which sum shall be paid by the Company out of the proceeds of a fresh issue of shares made for the purposes of this purchase.

THE SELLER'S WARRANTY

- 2. The Seller warrants that the Sale Shares are free from any lien charge or encumbrance.

COMPLETION

- 3. The sale and purchase of the Sale Shares shall be completed immediately after the signing of this Agreement when the following shall take place:-

- 3.1 the Seller shall deliver to the Company an acknowledgment in writing from the Seller that he accepts the payment of the Purchase Price in full satisfaction of all rights he may have against the Company in respect of the Sale Shares, together with the relevant share certificates in respect of the Sale Shares for cancellation and issue of a balance certificate in respect of the Seller's remaining holding of shares in the capital of the Company;

3.2 the Company shall pay the Purchase Price by *[method of payment]*

FURTHER ASSURANCE

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

ENTIRE AGREEMENT

5. 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.

AGREEMENT SURVIVES COMPLETION

6. This Agreement shall remain in effect despite its completion.

COUNTERPARTS

7. 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.

INTERPRETATION

- 8.1 The headings of clauses in this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement.
- 8.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

AS WITNESS the hands of or for and on behalf of the parties hereto the day and year first before written

Signed by the said
MARK EDWORTHY
 in the presence of:-

}
 }
 }

Witness signature _____

Name _____

Address _____



Occupation _____

Signed by _____ }
For and on behalf of _____ }
FX CAPITAL GROUP LIMITED _____ }
in the presence of:- _____ }

Witness signature _____

Name _____

Address _____

Occupation _____