

Company number: 6548791

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

THE TALL GROUP OF COMPANIES LIMITED (Company)

CIRCULATION DATE: 1st JUNE 2009

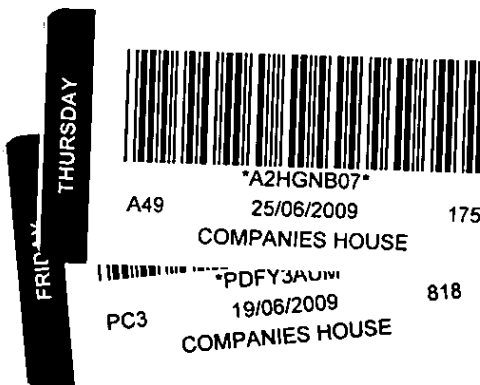
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution below is passed as a special resolutions (**Special Resolution**).

SPECIAL RESOLUTION

1. The terms of an agreement between the Company and John Brian Toole for the purchase by the Company of 85,076 ordinary shares of £1.00 each in the capital of the Company as set out in the draft contract attached (Contract) be approved and the Company be authorised to enter into the Contract.

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 above resolutions on the Circulation Date, hereby irrevocably agree to the Special Resolution:

Signed by William Sydney David

Lamb

Date

Signed by Peter George Andrew

Date

Signed by Philip Daniel Long

Date

Signed by Martin Ruda

Date

Signed by John Brian Toole

Date

Signed by Altair Investments

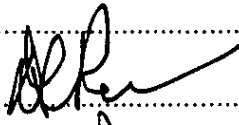
Limited

Date

Signed by Romarin Investments

Limited

Date


2 Jan 2009

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 William Sydney David Lamb at the Company's registered office.

Post: returning the signed copy by post to William Sydney David Lamb at the Company's registered office.

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, 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.
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.

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The undersigned, being persons entitled to vote on the above resolutions on the Circulation Date, hereby irrevocably agree to the Special Resolution:

Signed by William Sydney David
Lamb
Date

WS Lamb
8TH June 2009

Signed by Peter George Andrew
Date

P. Andrew
8TH JUNE 2009

Signed by Philip Daniel Long
Date

Phil Long
8th June 2009

Signed by Martin Ruda
Date

M. Ruda
8th June 2009

Signed by John Brian Toole
Date

J. Brian Toole 8-6-09

Signed by Altair Investments
Limited
Date

.....
.....

Signed by Romarin Investments
Limited
Date

W. Nothling
3 June 2009

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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

2009

JOHN BRIAN TOOLE

and

THE TALL GROUP OF COMPANIES LIMITED

OFF-MARKET PURCHASE AGREEMENT

**Brabners Chaffe Street LLP
55 King Street
Manchester
M2 4LQ
(Ref: TMB/MM/T001-7-2)**

THIS AGREEMENT is dated the day of 2009

BETWEEN:

- (1) JOHN BRIAN TOOLE of 7 Highfield Park, Heaton Mersey, Stockport, Cheshire SK4 3HD (**Seller**); and
- (2) THE TALL GROUP OF COMPANIES LIMITED incorporated and registered in England and Wales with company number 6548791 whose registered office is at Unit 2, Pembroke Court, Manor Park, Runcorn, Cheshire WA7 1TJ (**Company**).

RECITALS:

- (A) The Seller is the registered holder of 90,410 ordinary shares of £1.00 each in the capital of the Company (**Shares**)
- (B) It is proposed that the Company shall purchase 85,076 of the Shares (**Purchase Shares**) from the Seller for cancellation on the terms of this agreement.

IT IS AGREED THAT:

1. Interpretation

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

2. Sale And Purchase Of Shares

- 2.1 The Seller with full title guarantee agrees to sell the Purchase Shares for a consideration of £7.50 per Share and the Company agrees to purchase the same 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 Purchase Shares shall take place immediately on execution of this agreement at the offices of the Company, when the Seller shall deliver the share certificate(s) or other evidence of title to the Purchase 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 Purchase Price (as defined in clause 3 below) to the Seller by way of cheque.

3. Purchase Price

- 3.1 The Purchase Price is £638,070.00 less the following:
 - 3.1.1 50% of the Company's professional costs incurred in connection with the negotiation, preparation, execution and performance of this agreement, any documents referred to in it, and any documents in connection with the transfer

of the Seller's remaining shares in the Company (after the Seller has sold the Purchase Shares) to Martin Ruda; and

3.1.2 £1,597.50, being 50% of the stamp duty due under this agreement.

4. Further Assurance

4.1 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.

5. Governing Law And Jurisdiction

5.1 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.

6. Entire Agreement

6.1 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.

6.2 The Company acknowledges and agrees that the terms of this agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute or common law or otherwise (subject in this latter case to clause 2.3) all of which are excluded to the fullest extent permitted by law.

7. Agreement Survives Completion

7.1 This agreement shall remain in effect despite its completion.

8. Counterparts

8.1 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.

AS WITNESS the hands of the parties or their duly authorised representatives the date first above written

SIGNED by JOHN BRIAN)
TOOLE)
)

SIGNED by)
)
)
for and on behalf of)
THE TALL GROUP OF)
COMPANIES LIMITED)