

Company number 07504575

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

HILTON BODILL (CONSTRUCTION) LIMITED (Company)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolutions below are passed as an ordinary resolution and special resolution.

SPECIAL RESOLUTION

1. THAT the 500 A Ordinary Shares of £0.01 each in the Company held by Andrew Potter be redesignated as 500 B Ordinary Shares of £0.01 each having the rights set out in the Articles of Association of the Company.

ORDINARY RESOLUTION

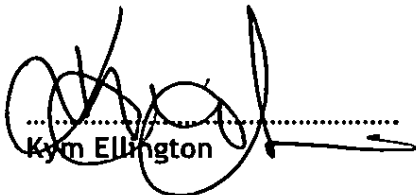
2. THAT the terms of a contract proposed to be made between the Company and Mark Harvey for the purchase by the Company of 1,120 Ordinary shares of £0.01 each in the capital of the Company for a total consideration of £6,000.00 out of distributable profits as set out in the contract attached (**Purchase 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 Resolutions.

The undersigned, a person entitled to vote on the above resolutions on
hereby irrevocably agrees to the Resolutions:

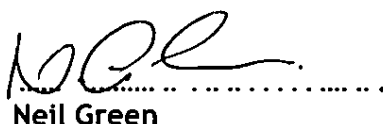
2013,


Kym Ellington

14/06/13
Date


John Gorenswigh

14/06/13
Date


Neil Green


14/06/13
Date

SATURDAY




.....
David Ellis

.....14/06/13.....
Date


.....
Mark Harvey (eligible to vote
only in respect of resolution 1)

.....14/06/13.....
Date

NOTES

- 1 The date of circulation of the attached resolutions is 14/06/2013. Unless the resolutions are passed before the end of the period 28 days beginning with that date, they will lapse.
- 2 Please indicate your agreement to the resolutions by signing and dating this document where indicated above and returning it to the Company.

Dated 14 June. 2013

(1) Hilton Bodill (Construction) Limited

(2) Mark Harvey

Share Buyback Agreement

Browne Jacobson LLP
Mowbray House
Castle Meadow Road
Nottingham
NG2 1BJ
DX 718130 Nottingham 27

t 0115 976 6000
f 0115 947 5246
info@brownejacobson.com

Date: 14 JUNE 2013.

Parties

- (1) Mark Harvey of 24 Chartwell Grove, Mapperley Plains, Nottingham NG3 5RD (Seller).
- (2) Hilton Bodill (Construction) Limited incorporated and registered in England and Wales with company number 07504575 whose registered office is at Waterway Street, Nottingham, NG2 3AD (Company).

Introduction

- A The Seller is the registered holder of 1,120 Ordinary shares of £0.01 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.

Agreed terms

1 Interpretation

The definitions in the introduction provision of this agreement shall apply to this agreement.

2 Sale and purchase of shares

- 2.1 The Seller agrees to sell the Shares with full title guarantee for a total consideration of £6,000.00 (six thousand pounds) (the "Consideration") and the Company agrees to purchase them and to pay such Consideration to the Seller.
- 2.2 The Seller warrants that:
 - 2.2.1 there are no liens, charges or other encumbrances over or in respect of the Shares;
 - 2.2.2 he has not been a party to any act transaction or omission in relation to the Shares or any of them in consequence whereof the Company may be liable to taxation primarily chargeable against such Seller.
- 2.3 Completion of the sale and purchase of the Shares shall take place at the offices of the Company, 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 £6,000.00 to the Seller either by way of telegraphic transfer for same day value to an account to be nominated by the Seller or by cheque (at the discretion of the Company).
- 2.4 The Seller acknowledges that he accepts payment of the Consideration for the Shares under this agreement in full satisfaction of all rights he may have against the Company in respect of such Shares and irrevocably waives any actual, contingent or prospective claims outstanding of whatever nature

against the Company or any officer, agent or employee of the Company in respect of such Shares.

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 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.

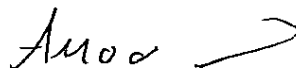
This agreement has been entered into on the date stated at the beginning of it

Executed as a deed by
HILTON BODILL (CONSTRUCTION) LIMITED
acting by KYM ELLINGTON
a director, in the presence of:

.....
Director



Signature of witness:



Witness' name:

ALISON O'DOWD

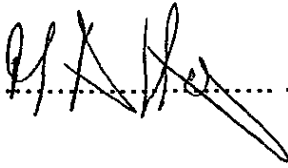
Witness' address:

16 PENNINE CLOSE
NOTTINGHAM
NG5 9PT

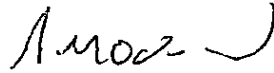
Executed as a deed by

MARK HARVEY

in the presence of:


.....

Signature of witness:



Witness' name: ALISON O'DOWD

Witness' address: 16 PENNINE CLOSE, ARNOLD NG5 9PT