

Company number 00322787

UNLIMITED COMPANY HAVING A SHARE CAPITAL

WRITTEN RESOLUTIONS

of

AMPTON HALL ESTATES (Company)

2nd April 2008

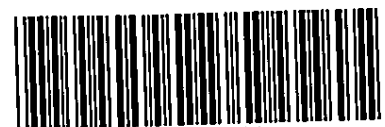
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that

- resolutions 1 and 2 below are passed as special resolutions (**together Special Resolutions**); and
- resolution 3 below is passed as an ordinary resolution (**Ordinary Resolution**),

SPECIAL RESOLUTIONS

- 1 THAT the articles of association of the Company be amended by inserting the following new article as Article 8(f).-

“purchase any of its own shares of any class at any price (whether above or below the nominal value of the shares) and make a payment in respect of purchase of its own shares out of distributable profits of the Company within such limits as may be specified by the Company in general meeting and may enter into or vary any contract for such purchase Any shares to be so purchased may be selected in any manner whatsoever Every such purchase or contract providing for the purchase by the Company of shares in the Company shall be authorised by special resolution All shares so purchased shall be cancelled immediately upon completion of the purchase Notwithstanding anything to the contrary contained in these Articles the rights and privileges attaching to any class of shares shall be deemed not to be modified or abrogated by anything done by the Company in pursuance of this Article ”



- 2 The terms of the contract between the Company and Josephine Ann Sheppard and Richard Ernest Barker (Sellers) for the purchase of 10,830 ordinary shares of £1 in the capital of the Company (Shares) for a total consideration of £1,200,000 as set out in the draft contract produced to the meeting and signed by the chairperson of the meeting for the purposes of identification (Purchase Contract) be approved and the Company be authorised to enter into the Purchase Contract.

ORDINARY RESOLUTION

3. THAT the proposed purchase of the Shares as a substantial property transaction pursuant to section 190 of the Companies Act 2006 in relation to Mrs Josephine Sheppard be approved

AGREEMENT

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

The undersigned, a person entitled to vote on the above resolutions on *24 April* 2008, hereby irrevocably agrees to the Special Resolutions and Ordinary Resolution.

Signed by JOSEPHINE ANN SHEPPARD
and RICHARD ERNEST BARKER

Josephine Ann Sheppard
JOSEPHINE ANN SHEPPARD

.....
RICHARD ERNEST BARKER

Date

24 April 2008

.....
Richard Ernest Barker

NOTES

1 You can choose to agree to all of the Special Resolutions and the Ordinary Resolution or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, 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 to Benjamin Turner at Ampton Hall, Ampton, Bury St Edmunds, Suffolk IP31 1HU



- Post returning the signed copy by post to Benjamin Turner at the above address,

If you do not agree to all of the resolutions, 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 resolutions, you may not revoke your agreement

3 Unless, by 30th April 2008, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, 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 *7th April* 2008

OFF-MARKET PURCHASE AGREEMENT

between

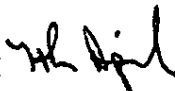
(1) **JOSEPHINE ANNE SHEPPARD
RICHARD ERNEST BARKER**

and

(2) **AMPTON HALL ESTATES**

CLAUSE

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2.	Sale and purchase of shares	1
3.	Further assurance	2
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6.	Agreement survives completion	2
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THIS AGREEMENT is dated  2008

PARTIES

- (1) JOSEPHINE ANN SHEPPARD of The Bury, Ashwell, Royston, Herts and RICHARD ERNEST BARKER of 41 Barrack Square, Martlesham Heath, Ipswich IP5 3RF as trustees of the JM Turner's Grandchildren's Settlement (**Sellers**)
- (2) AMPTON HALL ESTATES incorporated and registered in England and Wales with company number 00322787 whose registered office is at Ampton Hall, Ampton, Bury St Edmunds, Suffolk IP31 1HU (**Company**)

BACKGROUND

- (A) The Sellers are the registered holders of 90,250 ordinary shares of £1 each in the capital of the Company (**Shares**).
- (B) It is proposed that the Company shall purchase 10,830 of the Shares from the Sellers on the terms of this agreement (**Sale Shares**).

AGREED TERMS

1. INTERPRETATION

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

2. SALE AND PURCHASE OF SHARES

- 2.1 The Sellers with limited title guarantee agree to sell, or procure the sale of, the legal and beneficial interest in the Sale Shares for a consideration of £1,200,000 (One million and two hundred thousand pounds) and the Company agrees to purchase the same and to pay such consideration to the Sellers
- 2.2 The Sellers warrant that they have not created any liens, charges or other encumbrances over or in respect of the Sale Shares
- 2.3 Completion of the sale and purchase of the Sale Shares shall take place immediately on execution of this agreement at the Company's offices, when the Sellers 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 Sale Shares by payment of the sum of £1,200,000 to the Sellers or as they may direct, and the Company shall issue a new share certificate to the Sellers in respect of the Shares not sold by the Sellers pursuant to this agreement

3. FURTHER ASSURANCE

The Sellers agree that, on being requested in writing by the Company to do so, they 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 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.

5. ENTIRE AGREEMENT

5.1 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

5.2 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 all of which are excluded to the fullest extent permitted by law.

6. AGREEMENT SURVIVES COMPLETION

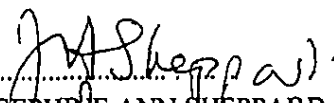
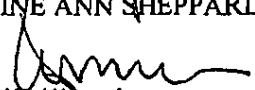
This agreement shall remain in effect despite its completion

7. COUNTERPARTS

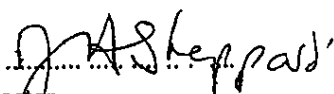
This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

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

Signed by JOSEPHINE ANN SHEPPARD
and RICHARD ERNEST BARKER


.....
JOSEPHINE ANN SHEPPARD

.....
RICHARD ERNEST BARKER

Signed by JOSEPHINE ANN SHEPPARD
for and on behalf of AMPTON HALL
ESTATES


.....
Director