

N1018115

THE COMPANIES ACT 1947
COMPANIES (NORTHERN IRELAND) ORDERS 1986-1990
THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

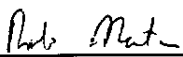
WRITTEN RESOLUTION OF
AMELWOOD LIMITED ("the Company")

At an Extraordinary General Meeting of the Company held at 298 Upper Newtownards Road, Belfast on 27th March 2012 at 2:00 p.m. the under-mentioned resolution was proposed as a written resolution and was passed:-

"That the Company purchase 64,500 shares in Boucherwood Limited from Kevin Ramsey at the price of £0.776792 per share, a total consideration of £49,458.08 in accordance with the terms of the contract annexed hereto."

Dated this 27th day of March 2012.

Signed: 
Michael Bonney
Director

Signed: 
Robin Osborne Morton
Director/Secretary



Dated this day of 2012

KEVIN RAMSEY

and

AMELWOOD LIMITED

**Sale and Purchase of part of the issued share capital in
Boucherwood Limited**

KING & GOWDY,

Solicitors,

298 Upper Newtownards Road,
Belfast, BT4 3EJ.

DX 2150 NR, BALLYHACKAMORE

Tele: 028 9065 9511

Fax: 028 9067 1550

Date:

PARTIES:

- (1) **KEVIN RAMSEY** of Elmwood House, 74 Boucher Road, Belfast, BT12 6RZ (“the Seller”); and
- (2) **AMELWOOD LIMITED** (registered number NI 018115) whose registered office is at 13 Sharman Gardens, Belfast, BT9 5GE (“the Buyer”).

RECITALS:

- (1) Boucherwood Limited is a company registered in Northern Ireland under number NI 045886 (“the Company”) and has an authorised share capital of £10,000,000 divided into 10,000,000 ordinary shares of £1.00 each of which 618,283 ordinary shares of £1.00 each are in issue and are credited as fully paid.
- (2) The Seller is the beneficial owner of the Sale Shares.
- (3) The Seller has agreed to sell and the Purchaser has agreed to buy the Sale Shares on the following terms.

1. INTERPRETATION

In this Agreement:

“Company” means Boucherwood Limited;

“the Company’s Solicitors” King & Gowdy, of 298 Upper Newtownards Road, Belfast, BT4 3EJ;

“Completion” means the completion of the sale and purchase of the Sale Shares under this agreement;

Heading	Page
1. Interpretation	3
2. Agreement to sell and Purchase	4
3. Consideration	4
4. Completion	5
5. Warranties	5
6. General	5
Schedule	6

“Consideration”	means the sum of forty nine thousand four hundred and fifty eight pounds eight pence (£49,458.08);
“Encumbrance”	means any interest or equity of any person (including any right to acquire; option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, or any other such security agreement or arrangement affecting property of any kind or rights in it; and
“Sale Shares”	means the 64,500 ordinary shares of £1.00 each in the capital of the Company now held by the Seller to be bought and sold pursuant to clause 2.

2. AGREEMENT TO SELL AND PURCHASE

- 2.1 The Seller shall sell as beneficial owner with effect from Completion the Sale Shares and the Buyer shall purchase with effect from completion, the Sale Shares free from all claims, charges liens, Encumbrances and equities together with all rights attached or accruing to those shares.

3. CONSIDERATION

In consideration for the Sale Share the Buyer will pay to the Seller the Consideration.

4. COMPLETION

Completion shall take place at the offices of the Company’s Solicitors immediately after the execution of the Agreement when:

- 4.1 the Seller shall hand, or procure to be handed, to the Buyer duly executed instruments of transfer in respect of the Sale Shares in favour of the Buyer, or as it may direct, together with (if appropriate) the share certificates in respect of the Sale Shares; and

- 4.2 the Seller shall execute and do, or procure to be executed and done, all such other documents acts and things as the Buyer shall require in order to perfect the title of the Buyer to, and its registration as, holder of the Sale Shares.

5. WARRANTIES

The Seller warrants and represents to the Buyer that the Seller is the registered and beneficial owner of the Sale Shares free from any Encumbrances and that he has full power and authority to exercise and enjoy all rights pertaining to the Sale Shares.

6. GENERAL

Whole agreement

- 6.1 This Agreement constitutes whole agreement between the parties relating to the subject matter and supersedes or extinguishes any prior drafts, undertakings, representations, warranties, assurances or any nature whatsoever whether or not in writing or oral relating to such subject matter.

Law and jurisdiction

- 6.2 This Agreement shall be governed and construed in accordance with the laws of Northern Ireland.

Courts of Northern Ireland

- 6.3 The parties to this Agreement irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any proceedings may be brought in such courts.

EXECUTION

The parties have shown their acceptance to the terms of this Agreement by executing it at the end of the Schedule.

AS WITNESS the hands of the duly authorised representatives of the parties on the date first before written.

SIGNED SEALED and DELIVERED

by the Seller

in the presence of:

EXECUTED as a DEED by

AMELWOOD LIMITED

acting by two directors or by

one director and the secretary:

.....

Director

.....

Director/Secretary