

Company number 05888387

The Companies Act 2006

Company limited by shares

Tree Top Adventure Limited

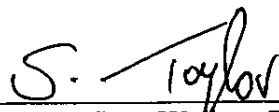
**Resolution in writing of the eligible members of the company
passed in accordance with section 288 of the Companies Act 2006**

I, the undersigned, being the required majority of eligible members of the company **resolve** as follows

Special resolution

That the terms of the agreement proposed to be made between Ropes Course Developments Limited (1) and the company (2) for the purchase by the company of 24 ordinary shares of £1 each in the capital of the company as set out in the attached draft agreement (the "Agreement") be and are approved and that the company be and is authorised to enter into the Agreement

Dated 12 August 2010


Name Sean Wallace Taylor

TUESDAY



A05 17/08/2010 105
COMPANIES HOUSE

Agreement

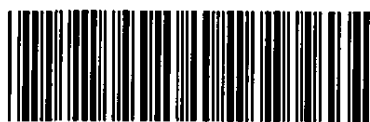
relating to the purchase by the Company of its own shares

- (1) **Ropes Course Developments Limited**
- (2) **Tree Top Adventure Limited**

Dated

2010

TUESDAY



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17/08/2010

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COMPANIES HOUSE

This Agreement is made the day of 2010

Between:

- (1) **Ropes Course Developments Limited** (company number 04573391) of 31/33, Commercial Road, Poole, Dorset, BH14 0HU (the "**Vendor**"), and
- (2) **Tree Top Adventure Limited** (company number 05888387) whose registered office is at The Breiddens, Greenfield Avenue, Llangefni, Gwynedd, LL77 7NU (the "**Company**")

Background:

- (A) The Vendor is the legal and beneficial holder of the Sale Shares (as defined below)
- (B) The draft terms of this Agreement were authorised by written resolution of the Company dated _____ 2010 to which the draft terms of this Agreement were attached. This authority has not been revoked or varied
- (C) Pursuant to the powers and authorities conferred by
 - (a) Part 18 of the Companies Act 2006;
 - (b) the articles of association of the Company, and
 - (c) the resolution referred to above,the Company has agreed to purchase the Sale Shares on the terms set out in this Agreement

It is agreed as follows

1 Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires

"**Agreement**" means this Agreement (including any schedule or annexure to it and any document in agreed form),

"**Completion**" means completion of this Agreement in accordance with Clause 4, and

"**Sale Shares**" means 24 ordinary shares of £1 each in the capital of the Company

1.2 In this Agreement, unless the context otherwise requires

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender,
- (b) a reference to clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear, and

- (c) headings are for convenience only and shall not affect the interpretation of this Agreement

2 Sale and purchase

The Vendor shall sell and the Company shall purchase the Sale Shares with

- (a) full title guarantee but free from all charges and encumbrances (whether monetary or not) and all other rights exercisable by third parties which the Vendor does not, and could not reasonably be expected to, know about, and
- (b) all rights attaching or accruing to them at Completion

3 Consideration

The aggregate consideration shall be £120,000 with the purchase price of each ordinary share being £5,000

4 Completion

Completion of the sale and purchase of the Sale Shares shall take place on the signing of this Agreement when

- (a) the Vendor shall deliver to the Company the share certificates or indemnities for lost certificates in respect of the Sale Shares, and
- (b) the Company shall pay the purchase price to the Vendor by telegraphic transfer to the account of Ropes Course Developments Limited, account number 01180360, sort code 30-92-69

5 General

- 5.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement
- 5.2 No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties
- 5.3 After Completion the Vendor shall execute such documents and take such steps as the Company may reasonably require to vest the full title to the Sale Shares in the Company and to give the Company the full benefit of this Agreement
- 5.4
 - (a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart, and
 - (b) each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

6 Governing law and jurisdiction

- 6.1 This Agreement shall be governed by and construed in accordance with English law

62 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the Courts of England

This Agreement has been signed on the date appearing at the head of page 1

Executed as a Deed)
(but not delivered)
until the date appearing)
at the head of page 1) by)
Ropes Course Developments Limited)
acting by)

Director

Director/Secretary

Executed as a Deed)
(but not delivered)
until the date appearing)
at the head of page 1) by)
Tree Top Adventure Limited)
acting by)

Director

Director/Secretary