

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

6531621

SIGNED Stock Fraser Cukier
STOCK FRASER CUKIER

HEADS OF TERMS

DATED 19th February 2009

Parties:-

- (1) The parties set out at Schedule 1 ("the Existing Shareholders"); and
- (2) SHOP FITTINGS DIRECT LIMITED care of Shelley Stock Hutter, First Floor, 7-10 Chandos Street, London, W1G 9DQ ("SFD")
- (3) TEN JOINERY LIMITED 55 Manor Road, Griston, Thetford, Norfolk, IP25 6RW (Registered in England and Wales with Company Registration number 06531621) ("the Company").

These heads of terms set out the understanding between these parties and replace any earlier agreement between them. It is intended that these Heads of Terms are legally binding on the parties. The parties agree to sign such documents and propose and vote for such resolutions of the Company as may be reasonably necessary to give effect to these Heads of Terms. Where there is a conflict between the Memorandum and Articles of Association of the Company, the provisions of these Heads of Terms shall prevail.

1. The Existing Shareholders are each the legal and beneficial owners of 1,000 Ordinary Shares of £1.00 each in the Company.
2. SFD will subscribe for 1,500 Ordinary Shares ("the Shares") in the Company and the Existing Shareholders shall procure that the Company shall issue the Shares to SFD in consideration of SFD's obligations under these Heads of Terms.
3. The business of the Company is the provision of joinery services. The business of the Company will not change without the written agreement of all of the parties.
4. The parties agree that the Company shall declare and pay dividends (subject to the capital and cash flow needs of the Company) out of the profits of the Company twice yearly.
5. Without being liable for any failure to do so (except as provided under these Heads of Terms) SFD shall use reasonable endeavours to purchase from or introduce to the Company £200,000 worth of invoiceable business of the type of work usually carried out by the Company by 14th April 2009 (credit to be given for work purchased since 15th April 2008). The amount of such business will be calculated at the reasonably expected price to be charged on the jobs purchased by SFD as set out at clause 6.

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6. When the Company quotes for or provides an estimate of its charges for work introduced by SFD as a guide (but without imposing a legal obligation to do so) the parties expect that the cost will be calculated as follows:

(a) Materials, paint and packaging at cost;

(b) labour at £17 per hour;

(c) an agreed margin applied as a percentage which will vary depending on the size and complexity of the work but the parties agree this is likely to be 30%

plus VAT

The agreed hourly rate of labour may increase or decrease depending on the size of the job introduced by SFD.

These costs guidelines may be varied by agreement between the parties.

7. A shareholder of the Company may transfer his shareholding to his spouse or child (or to an associated company in the case of SFD).
8. Subject to clause 7, no shareholder of the Company shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share in the Company except as permitted by these Heads of Terms or with the prior written consent of all the shareholders of the Company and provided such person enters into a deed of adherence to these Heads of Terms in such form as reasonably required by the Existing Shareholders and SFD.
9. Subject to clauses 7 and 8, no party shall transfer any shares unless he transfers all (and not some only) of the shares held by him.
10. The parties shall comply with Schedule 2 in respect of any transfer of shares (other than a transfer in accordance with clause 7)
11. If SFD fails to effect and/or introduce the sum of £200,000 worth of business as set out in clause 5 then before 1st June 2010, SFD shall give notice in writing to the Company that SFD shall either:-
- (a) offer to surrender such proportion of the Shares as the proportion in which the orders introduced to the Company by SFD fall short of £200,000 to the Company for £1.00; or
 - (b) pay by way of additional consideration to the Company for such proportion of the Shares as the proportion in which the orders placed or introduced to the Company by SFD fall short of £200,000. Such additional consideration shall be agreed between the parties or determined by the Independent Accountant in accordance with

paragraph 4 of Schedule 2 as the Fair Value for such shares at 14th April 2009; or

- (c) use reasonable endeavours to purchase or introduce from the Company a £150,000 worth of invoiceable business of the type of work usually carried out by the Company between 15th April 2009 and 14th April 2010. The amount of such business will be calculated at the reasonably expected price to be charged on the jobs purchased by SFD as set out at clause 6. If SFD fails to introduce the sum of £150,000 worth of business by 14th April 2010, then at SFD shall give written notice to the Company by 1st June 2010 under either clause 11(a) or 11(b).

12.1 In consideration of SFD introducing to potential customers to the Company, each of the Existing Shareholders, as a separate obligation of each of them, agrees that he will not, while both SFD and such Existing Shareholder remain shareholders in the Company, and for the period of one year after either or both SFD and such Existing Shareholder cease to be shareholders in the Company or if longer, for the period of one year after the Company has ceased to do any work for such customer, deal with in relation to or solicitor work from such actual or potential customer of a type competitive with the type of work offered by SFD or by the Company.

12.2 In consideration of SFD introducing potential customers to the Company, the Company agrees that it will not while SFD remains a shareholder in the Company and for the period of one year thereafter or if longer for the period of one year after the Company has ceased to do any work for such customer, deal with in relation to or solicit work from such actual or potential customer of a type competitive with the type of work offered by SFD.

13. All information disclosed by SFD to the Company and vice versa shall be confidential and no party shall use such information other than for the purposes of the Company or as provided under these Heads of Terms or as duly authorised.

Schedule 1

1. Matthew Cooper of 55 Manor Road, Griston, Thetford, Norfolk, IP25 6RW
2. Graham Ashman of 98 High Street, Watton, Norfolk, IP25 6AH
3. Ian Odgers of 7 Stockholm Way, Dereham, Norfolk, NR19 1XF
4. Rodger Madle of 48 Beaumont Road, Cotessey, Norwich, Norfolk, NR5 6HG
5. Mr Paul Pickett of Heathbarn Cottage, Heathbarn Farm, Risby, Suffolk, IP28 6QP
6. Duncan Blackburn of 21 Thetford Road, Watton, Norfolk, IP25 6BT

Schedule 2

1. Transfer of Shares

- 1.1 In this schedule, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or in the economic rights attaching to that Share, the creation of a trust or encumbrance over that Share or the economic rights attaching to that Share or the renunciation of a renounceable letter of allotment in respect of that Share and reference to a Share includes a beneficial or other interest in a Share.
- 1.2 No Share may be transferred unless:
- (a) It is permitted pursuant to these Heads of Terms; or
 - (b) the transfer is made in accordance with these Heads of Terms; and
 - (c) any transferee who is not already a party to these Heads of Terms has entered into a deed of adherence in a form reasonably required by the Eligible Shareholders.
- 1.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Heads of Terms he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.
- 1.4 The directors of the Company may refuse to register a transfer (whether or not fully paid) if it is a transfer to a bankrupt, a minor or a person of unsound mind.
- 1.5 Any transfer of a Share by way of sale to a party to these Heads of Terms will be deemed to include a warranty that the transferor sells with full title guarantee.

2. Pre-emption on transfer

- 2.1 A Shareholder who wishes to transfer Shares otherwise than as permitted under clause 7 of these Heads of Terms (a "**Seller**") may, subject to the provisions of these Heads of Terms, give notice in writing (a "**Transfer Notice**") to the Company specifying:
- (a) the number of Shares which he wishes to transfer (the "**Sale Shares**");
 - (b) the name of that person;
 - (c) the price (in cash) at which he wishes to transfer the Sale Shares (the "**Transfer Price**"); and
 - (d) whether the Transfer Notice is conditional on applications being received for all or a specified number of the Sale Shares (a "**Minimum Transfer Condition**").

- 2.2 If a Transfer Notice is deemed to have been given under these Heads of Terms, the Transfer Notice will be treated as having specified that:
- (a) the *Transfer Price* for the Sale Shares will be as agreed between the Eligible Shareholders and the Seller, or, failing agreement not later than the date 15 Business Days after the date on which the Transfer Notice is deemed to have been given, will be the Fair Value of the Sale Shares; and
 - (b) it does not include a Minimum Transfer Condition.
- 2.3 Except with the consent of the all of the Shareholders and SFD, no Transfer Notice once given or deemed to have been given under these articles may be withdrawn.
- 2.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 2.5 As soon as practicable following the later of:
- (a) receipt of a Transfer Notice; and
 - (b) in the case of a deemed Transfer Notice, the determination of the Transfer Price under paragraph 2.2(a)
- the directors may give notice to the Shareholders that it will be seeking authority under section 694 of the Companies Act 2006 for the company to purchase the Sale Shares.
- 2.6 If:
- (a) the directors do not give notice under paragraph 2.5 on or before the date 15 Business Days after the first date on which it could do so; or
 - (b) such a notice is so given but no authority under section 694 is obtained within a further period of 20 Business Days,
- the directors shall give notice in writing to each shareholder and SFD holding Shares other than the Seller (each an "**Eligible Shareholder**")

- (c) inviting him to apply for the Sale Shares at the Transfer Price;
- (d) stating that he will have a period of 21 days from the date of the notice in which to apply;
- (e) stating that, if there is competition among the Eligible Shareholders for the Sale Shares, the Sale Shares will be allocated to him in proportion (as nearly as may be) to his existing holdings of Shares (his "**Proportionate Allocation**");
- (f) inviting him to indicate if he is willing to purchase Sale Shares excess of his Proportionate Allocation ("**Extra Shares**") and, if so, the number of Extra Shares.

3. Allocation

On expiry of an offer made in accordance with paragraph 2.6 (or sooner if applications have been received from all Eligible Shareholders), the directors shall allocate the Sale Shares as follows:

- (a) if the total number of Sale Shares applied for is equal to or less than the number of Sale Shares, each Eligible Shareholder shall be allocated the number applied for by him; or
- (b) if the total number of Sale Shares applied for is more than the available number of Sale Shares, each Eligible Shareholder shall be allocated his Proportionate Allocation or, if less, the number of Sale Shares for which he has applied; and
- (c) applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Shareholders applying for Extra Shares in proportion to their Proportionate Allocations but so that no applicant shall be allocated more Extra Shares than he has applied for and so that if there is a surplus further allocations shall be made on the same basis (and if necessary more than once) until all shares have been allocated;
- (d) fractional entitlements shall be rounded to the nearest whole number.

4. Allocation Notices

- 4.1 If the Transfer Notice does not include a Minimum Transfer Condition or if such condition has been fulfilled, the directors shall give written notice of allocation (an "**Allocation Notice**") to the Seller.
- 4.2 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Sale Shares applied for is less than the specified minimum, the directors shall send a further written invitation, open for 20 Business Days, to those to whom Sale Shares have been allocated (the "Applicants") to apply for further Sale Shares and completion of the sale of the Sale Shares shall be conditional on the minimum number of Sale Shares then being applied for. On

fulfilment of such condition the directors shall give an Allocation Notice to the Seller and each of the persons to whom Sale Shares have been allocated.

- 4.3 An Allocation Notice shall specify the number of Sale Shares to be allocated to each Applicant and the place and time (being not less than 14 nor more than 28 days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

5. Completion of Transfer of Sale Shares

- 5.1 On service of an Allocation Notice, the Seller shall, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

- 5.2 If the Seller fails to comply with the provisions of paragraph 5.1 the chairman of the directors or, failing him, one of the directors, or some other person nominated by a resolution of the directors, may on behalf of the Seller:

- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- (b) receive the transfer price and give a good discharge for it and (subject to the transfer being duly stamped) enter each Applicant in the register of members as the holders of the Shares applied for by him; and

the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate).

6. Right to transfer unallocated shares

- 6.1 If an Allocation Notice does not relate to all the Sale Shares then, subject to paragraph 6.2, the Seller may, within eight weeks after service of the Allocation Notice, transfer the unsold Sale Shares to any person at a price at least equal to the Transfer Price.

- 6.2 The right of the Seller to transfer Shares under paragraph 6.1 does not apply if the directors are of the opinion on reasonable grounds that the sale of the Sale Shares is not bona fide or for a bona fide price.

7. Valuation of Shares

- 7.1 If a Transfer Notice does not specify a Transfer Price or if a Transfer Notice is deemed to have been served then, upon service of the Transfer Notice or, in the case of the deemed service of a Transfer Notice, on the date on which the directors first have actual knowledge of the facts giving rise to such deemed service, the directors shall either:
- (a) appoint an Independent Accountant in accordance with paragraph 7.2 (the "Independent Accountant") to certify what in their opinion is the Fair Value of the Sale Shares; or,
 - (b) if the Fair Value has been certified by an Independent Accountant within the preceding 12 weeks specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.
- 7.2 The Independent Accountant will be an independent firm of Chartered Accountants having the relevant expertise to calculate the Fair Value to be agreed between the Directors and the Seller or failing agreement not later than the date 20 Business Days after the date of service of the Transfer Notice to be appointed by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party.
- 7.3 For the purposes of paragraph 7.3:
- (a) the Fair Value of each Sale Share will be ascertained by dividing the amount which the Independent Accountant determines to be, in his opinion, the value of the whole of the issued share capital of the company by the number of shares in issue;
 - (b) the value of the whole of the issued share capital of the Company will assume a sale for cash of the relevant shares between a willing buyer and a willing seller on arm's length terms.
- 7.4 In so certifying, the Independent Accountant will act as expert and not as arbitrator and his opinions, decisions and certificates will be conclusive and binding.

The costs of certification will be borne by the Company.

8. Allocation

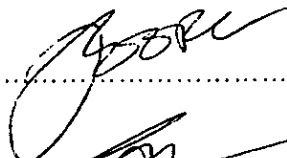
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- (b) if the total number of Sale Shares applied for is more than the available number of Sale Shares, each Eligible Shareholder shall be allocated his

Proportionate Allocation or, if less, the number of Sale Shares for which he has applied; and

- (c) applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Shareholders applying for Extra Shares in proportion to their Proportionate Allocations but so that no applicant shall be allocated more Extra Shares than he has applied for and so that if there is a surplus further allocations shall be made on the same basis (and if necessary more than once) until all shares have been allocated;
- (d) fractional entitlements shall be rounded to the nearest whole number.

Signed by Matthew Cooper



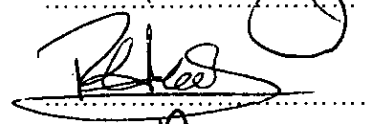
Signed by Graham Ashman



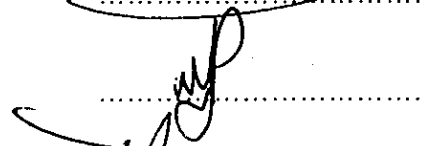
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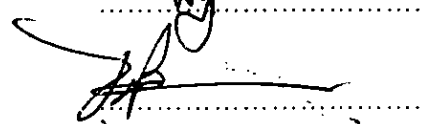
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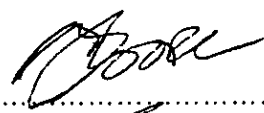
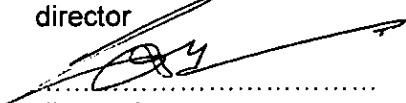
Signed by Paul Pickett



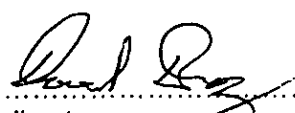
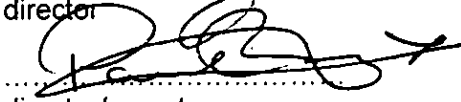
Signed by Duncan Blackburn



Signed by Ten Joinery Limited
acting by two directors or a director
and company secretary


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director

.....
director/secretary

Signed by Shop Fittings Direct Limited
acting by two directors or a director
and company secretary


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director

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director/secretary