

368205

DATED 2nd of February 2007

(1) COOKSON INVESTMENTS LIMITED

- and -

(2) WILKES-LUCAS LIMITED

AGREEMENT
for the Sale and Purchase of Shares in
Cookson America Inc

McGrigors

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We hereby certify this to be a true copy

Dated 12/02/2007

[Signature]

McGrigors LLP London

Solicitors

5 Old Bailey, London EC4M 7BA

THIS AGREEMENT is made the 2nd day of February 2007

BETWEEN

- (1) **COOKSON INVESTMENTS LIMITED** a company registered in England and Wales with registered number 00476641 and having its registered office at 165 Fleet Street, London EC4A 2AE (the "**Transferor**"); and
- (2) **WILKES-LUCAS LIMITED** a company registered in England and Wales with registered number 00368205 and having its registered office at 165 Fleet Street, London EC4A 2AE (the "**Transferee**").

WHEREAS:

- (A) Cookson America Inc (the "**Corporation**") was incorporated under the law of the State of Delaware, USA on 28 July 1978 under number 13-2951559 and has at the date of this Agreement an authorised share capital of US\$30,000 divided into common stock of US\$10 each of which US\$10,000 divided into common stock of US\$10 each are currently in issue.
- (B) The Transferor intends to transfer to the Transferee 458 common stock of US\$10 each in the capital of the Corporation (the "**Transfer Shares**").
- (C) The Transferor is the beneficial owner and registered holder of the Transfer Shares.
- (D) At the date of this Agreement the issued share capital of the Transferee comprises £400,005,000 divided into 400,000,000 Ordinary Shares of £1 each and 5,000 3.5% Redeemable Cumulative Preference Shares of £1 each, of which 165,870,440 Ordinary Shares of £1 each are in issue and registered in the name of Cookson Overseas Limited.
- (E) The Transferor agrees to sell the Transfer Shares to the Transferee in consideration of an issue of shares in the Transferee on the terms of this Agreement.

IT IS AGREED as follows:

1 SALE AND PURCHASE

The Transferor shall sell with full title guarantee and the Transferee shall purchase free of all charges, liens, encumbrances and third party rights the Transfer Shares the consideration therefor being the issue by the Transferee to the Transferor of 39,033,260 Ordinary Shares of £1 each in the capital of the Transferee (the "**Consideration Shares**") to be registered credited as fully paid in the name of the Transferor.

2 RIGHTS ATTACHING TO SHARES

- 2.1 The Consideration Shares shall be allotted and issued credited as fully paid with effect from the date of this Agreement subject to the Memorandum and Articles of Association of the Transferee.
- 2.2 The Transfer Shares will be transferred with all rights attached thereto as from the date of this Agreement including in particular the right to all dividends thereafter declared or paid on the Transfer Shares.

3 COMPLETION

Completion of the sale and purchase of the Transfer Shares will be take place immediately after execution of this Agreement whereupon:

- (a) the Transferor shall deliver to the Transferee a duly executed transfer of the Transfer Shares in favour of the Transferee together with the relative share certificates and all waivers and consents necessary for the registration of the Transferee as the holder of the Transfer Shares; and
- (b) the Transferee shall cause the name of the Transferor to be entered on its Register of Members in respect of the Consideration Shares and shall forthwith procure the execution and delivery to the Transferor of certificates in respect of such shares.

4 GENERAL

- 4.1 This Agreement, a Return of Allotments and all other documentation in respect of the Consideration Shares shall, subject to stamping, be filed as relevant with the Registrar of Companies.
- 4.2 Each party shall pay its own costs and expenses incurred in connection with the entering into the execution of and performance of this Agreement.
- 4.3 The Transferee shall be liable for any stamp duty and interest which may be or become payable in respect of this Agreement.
- 4.4 No amendment or variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.
- 4.5 The Transferor shall at its own cost do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as the Transferee may from time to time require for the purpose of giving the Transferee the full benefit of this Agreement.

5 COUNTERPARTS

- 5.1 This Agreement may be executed in any number of counterparts and by the parties on different counterparts, but shall not be effective until each party has executed at least one counterpart.
- 5.2 Each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same agreement.

6 GOVERNING LAW AND JURISDICTION

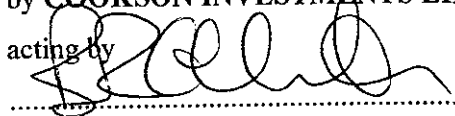
- 6.1 This Agreement shall be governed by and construed in accordance with the law of England.
- 6.2 Each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect.

IN WITNESS of which the parties have executed and delivered this document the date first before written.

EXECUTED AND DELIVERED

by **COOKSON INVESTMENTS LIMITED**

acting by



Director

BRYAN RICHARD ELLISON

Full Name

EXECUTED AND DELIVERED

by **WILKES-LUCAS LIMITED**

acting by



Director

BRYAN RICHARD ELLISON

Full Name