

SHARE SALE AGREEMENT

Date: 30th June 1999

Parties:

- 1 'The Vendors': the persons whose names and addresses are set out in column 1 of Schedule 1.
- 2 'The Purchaser': Continental Scene plc (registered no 3699814) whose registered office is at The Sovereign Distillery, Hutton Industrial Estate, Wilson Road, Liverpool.

Operative provisions:

1 Interpretation

- 1.1 In this agreement the following words and expressions have the following meanings:

'COMPANY' Halewood International Limited

'SHARES' the 95,000 issued Ordinary Shares of £1 each of the Company

'WARRANTIES' the warranties and representations by the Vendors in clause 5 and Schedule 2.

- 1.2 Any reference in this agreement to the 'Vendors' includes their respective personal representatives.

- 1.3 Clause headings in this agreement are for ease of reference only and do not affect the construction of any provision.

2 Agreement for sale

- 2.1 Subject to the terms and conditions of this agreement the Vendors shall sell with full title guarantee and the Purchaser shall purchase the Shares, with all rights attaching to them and with effect from the date of this agreement.

3 Purchase consideration

- 3.1 The purchase consideration for the Shares shall be satisfied by the issue to each of the Vendors of the relevant number of consideration shares in the Purchaser as set out in Schedule 1 ('Consideration Shares') with an aggregate market value of £57,000 being the current market value of the Shares.

4 Completion

- 4.1 Completion of the purchase of the Shares shall take place at the offices of the Vendors' solicitors (or any other mutually agreed location) immediately after the signing of this agreement.



We hereby certify this to be a true and complete copy of the original in our possession.

Timothy Parkinson, Solicitors, Manchester



4.2 The Vendors shall deliver to the Purchaser duly completed and signed transfers in favour of the Purchaser or as it may direct of the Shares together with the relative share certificates;

4.3 A Board Meeting of the Company shall be held at which the transfers referred to in clause 4.2 shall be approved ; and

4.4 Upon completion of the matters referred to in clauses 4.2 to 4.3 the Purchaser shall deliver to the Vendors duly executed share certificates in respect of the shares in the Purchaser to be issued to the Vendors pursuant to 3.1 above.

5 Warranties by the Vendors

5.1 The Vendors jointly and severally warrant to the Purchaser that the Warranties set out in Schedule 2 are true and accurate in all respects and that any accompanying documents, are true and accurate in all respects and fully, clearly and accurately disclose every matter to which they relate.

5.2 Each of the Warranties is without prejudice to any other warranty or undertaking and, except where expressly stated, no clause contained in this agreement governs or limits the extent or application of any other clause.

5.3 The rights and remedies of the Purchaser in respect of any breach of the Warranties shall not be affected by completion of the purchase of the Shares, by any investigation made by or on behalf of the Purchaser into the affairs of the Company and its subsidiaries, by any failure to exercise or delay in exercising any right or remedy or by any other event or matter whatsoever, except a specific and duly authorised written waiver or release.

SCHEDULE 1

Vendor's holdings and consideration

<u>Vendor</u>	<u>Shares</u>	<u>Consideration Shares</u>	<u>Aggregate Value</u>
John E Halewood	85,442	85,442	
Eileen M Halewood	5,000	5,000	
The John Halewood	4,558	4,558	
1999 Life Interest			
Trust			
			<u>£57,200,000</u>