

S67884

Date: 19 March 2004

We hereby certify  
this to be a true copy  
of the original.

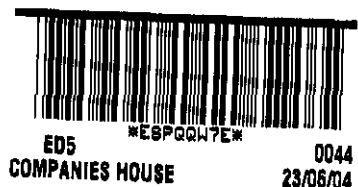
*Phil G. W. W. W. W.*

(1) Drummond Reversions Limited

(2) Home Equity Holdings Limited

## Share Purchase Agreement

relating to Home & Capital Trust Limited



# Contents

No	Heading	Page
	<b>Clauses</b>	
1.	<b>Sale and Purchase</b>	<b>1</b>
2.	<b>Consideration</b>	<b>2</b>
3.	<b>Pre Completion and Completion</b>	<b>2</b>
4.	<b>Further Assurance</b>	<b>3</b>
5.	<b>Counterparts</b>	<b>3</b>
6.	<b>Governing Law</b>	<b>3</b>

THIS AGREEMENT is made this 19<sup>th</sup> day of March 2004

**BETWEEN:**

- (1) **DRUMMOND REVERSIONS LIMITED**, registered in the British Virgin Islands under number 255513 whose registered office is at Tropic Isle Building, P.O. Box 438, Road Town, Tortola, British Virgin Islands (the "**Vendor**"); and
- (2) **HOME EQUITY HOLDINGS LIMITED**, registered in England under number 5067884 whose registered office is at Black Knoll House, Rhinefield Road, Brockenhurst, Hampshire SO42 7QE (the "**Purchaser**").

**RECITALS:**

- (A) Home & Capital Trust Limited (the "**Company**") is a private company limited by shares incorporated in England under the Companies Act 1985 with registered number 02100684 having at the date of this Agreement an authorised share capital of £1,000,000 divided into 5,000,000 'A' Ordinary Shares of 10p each, and 5,000,000 'B' Ordinary Shares of 10p each. The Vendor owns 28,338 'A' Ordinary Shares and 1,017,130 'B' Ordinary Shares in the Company all issued and fully paid (the "**Sale Shares**") being the Vendors' entire holding of shares in the Company.
- (B) The Vendor wishes to sell and the Purchaser wishes to purchase the Sale Shares in consideration for the issue of a total of 7,499 new Ordinary Shares in the share capital of the Purchaser (the "**Consideration Shares**") on the terms of this Agreement.
- (C) The arrangements contained herein form part of a corporate reorganisation of Sovereign Reversions plc to be effected through the acquisition of Home Equity Holdings Limited which will own the entire issued share capital of Home Equity Limited and the Sale Shares.

**IT IS AGREED** as follows:

**1. Sale and Purchase**

- 1.1 Subject to the terms of this Agreement and conditional on the admission ("**Admission**") of the issued ordinary share capital of Sovereign Reversions plc to trading on AIM (the market operated by London Stock Exchange plc) the Vendor shall sell or procure the sale of, with full title guarantee, and the Purchaser, relying on the covenants contained in clause 1.2 below, shall purchase the Sale Shares free from all liens, charges, equities and encumbrances and together with all rights now or hereafter attaching to them.

1.2 The Vendor covenants with the Purchaser that:

- (a) it has the right to sell and transfer the Sale Shares, with full title guarantee, free from all liens, charges and encumbrances and rights of any third party; and
- (b) it will, at its own cost and expense, execute and do (or procure to be executed and done by any other necessary party) all such deeds, documents, acts and things as the Purchaser may from time to time require in order to vest any of the Sale Shares in the Purchaser or as otherwise may be necessary to give full effect to this Agreement.

1.3 The Vendor waives all and any rights which it may have under the Company's articles of association or otherwise which may inhibit the sale and purchase hereby agreed or the subsequent transfer of the Sale Shares to the Purchaser or its nominees.

## **2. Consideration**

2.1 The consideration payable for all the Sale Shares shall be the allotment and issue to the Vendor credited as fully paid the Consideration Shares.

2.2 The Consideration Shares shall be issued free from encumbrances and shall rank pari passu in all respects with the Ordinary Shares of the Purchaser in issue at the date of this Agreement.

## **3. Pre-Completion and Completion**

3.1 On pre-completion of the sale and purchase of the Sale Shares ("**Pre-Completion**") and subject to clauses 3.2 to 3.6 (inclusive):

- (a) the Vendor shall deliver to the Purchaser transfers in favour of the Purchaser or its nominees and supporting certificates in respect of all the Sale Shares;
- (b) the Vendor shall procure that a board meeting of the Company is held at which the transfers referred to in sub-clause (a) are approved for registration, subject only to them being duly stamped; and
- (c) the Purchaser shall allot and issue to the Vendor the Consideration Shares.

3.2 Once Pre-Completion has taken place in accordance with clause 3.1, completion of the sale and purchase of the Sale Shares ("**Completion**") shall be conditional only upon Admission.

3.3 Any documents delivered under clause 3.1 in anticipation of Completion shall (insofar as not already dated) be delivered undated and shall remain the absolute property of

and shall be held strictly to the order of the delivering party until Completion shall take place as provided in clause 3.4 and shall be held by the recipient in accordance with the terms of this clause 3.3 and clause 3.5.

- 3.4 Completion shall take place automatically upon Admission. All deeds agreements and documents delivered or made under clause 3.1 shall thereupon be deemed to have come into effect and shall become the absolute property of the parties entitled thereto (being the parties to whose solicitors or agents the relevant deeds agreements documents and payments were delivered) and shall all be dated with the date of Completion.
- 3.5 If Admission shall not become effective by 30 April 2004 and the parties do not before that time agree to extend the time for Completion (in which event the provisions of clause 3.3 to 3.6 (inclusive) shall apply to Completion as so deferred) this Agreement (save for this clause 3.5 and clause 3.6) and any allotments, agreements or documents effected or executed pursuant hereto shall as between the parties hereto be deemed to be of no effect (save in the case of this Agreement as regards any antecedent breach of any obligations hereunder) and the relevant parties shall forthwith redeliver or procure the redelivery to the others of them of all documents agreements papers and other things delivered by such other parties pursuant hereto or in anticipation of Completion.
- 3.6 The parties shall procure that their respective solicitors or other agents shall duly retain and deal with all deeds documents and agreements delivered to them in accordance with the provisions of this clause 3.4.

#### **4. Further Assurance**

Upon and after Completion the Vendor shall do and execute all other necessary acts, deeds, documents and things within its power effectively to vest the Sale Shares in the Purchaser or its nominees and pending the doing and executing of such acts, deeds, documents and things the Vendor shall as from Completion hold the Sale Shares in trust for the Purchaser.

#### **5. Counterparts**

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of the counterparts shall together constitute one and the same instrument.

#### **6. Governing Law**

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

IN WITNESS whereof the hands of the parties or their duly authorised attorneys or representatives the day and year first above written.

SIGNED by *Marsh* for  
and on behalf of **DRUMMOND**  
**REVERSIONS LIMITED** in the presence

of: *W. Thomas Martin*  
*W. THOMAS MARTIN*  
*61 CHRISTIAN FIELDS*  
*NORBURY*  
*LONDON SW16 5JU*

*TRAMEE SOLICITOR*



SIGNED by *George Gould* for  
and on behalf of **HOME EQUITY**  
**HOLDINGS LIMITED** in the presence of:

*W. Thomas Martin*  
*W. THOMAS MARTIN*  
*61 CHRISTIAN FIELDS*  
*NORBURY*  
*LONDON SW16 5JU*

*TRAMEE SOLICITOR*

