

5635505

Wollastons<sup>LLP</sup>

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original document  
Date: 5.5.06  
*Wollastons*  
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Chelmsford Essex CM2 0AP  
Tel 01245 211211 Fax 01245 354764

(1) Garbol Limited

and

(2) the Sellers (as defined herein)

## SHARE PURCHASE AGREEMENT

relating to the sale of shares in  
Bolgar Limited

Date: 11 April 2006



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Chelmsford, Essex CM2 0AP  
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THIS AGREEMENT is dated

11 April

2006

## PARTIES

- (1) **Garbol Limited** incorporated and registered in England and Wales with company number 5635505 whose registered office is at 1 Tamdown Way, Braintree, Essex CM7 2QL (the "Buyer"); and
- (2) the parties listed in Schedule 1 to this Agreement (the "Sellers").

## BACKGROUND

- (A) The Sellers are the legal and beneficial owners of, or are otherwise able to procure the transfer of, the legal and beneficial title to the number of Sale Shares set out opposite their names in Schedule 1.
- (B) The Sellers have agreed to sell and the Buyer has agreed to buy the Sale Shares on the terms and subject to the terms and conditions of this Agreement.

## AGREED TERMS

### 1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

<b>Company</b>	Bolgar Limited, a company incorporated and registered in England and Wales with company number 3840341 whose registered office is at 1 Tamdown Way, Braintree, Essex CM7 2QL.
<b>Completion</b>	completion of the sale and purchase of the Sale Shares in accordance with this Agreement.
<b>Consideration Shares</b>	the ordinary shares, preference shares and non-voting ordinary shares details of which are set out opposite the names of the respective Sellers in column 3 of the table set out in Schedule 1 hereto, to be issued to the Sellers at Completion fully paid.
<b>Encumbrance</b>	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement.
<b>Sale Shares</b>	the number and classes of shares set out opposite the names of the respective Sellers in column 2 the table set out in Schedule 1 hereto, all of which have been issued and are fully paid.
<b>Warranties</b>	the warranties in clause 4 of this Agreement.

- 1.2 Clause and schedule headings do not affect the interpretation of this Agreement.

- 1.3 A person includes an individual, association, partnership, corporate or unincorporated body.
- 1.4 Words in the singular include the plural and in the plural include the singular.
- 1.5 A reference to one gender includes a reference to the other gender.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 *Writing or written includes faxes but not e-mail.*
- 1.8 Documents in agreed form are documents in the form agreed by the parties or on their behalf and initialled by them or on their behalf for identification.
- 1.9 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.

## **2 Completion**

- 2.1 At Completion the Sellers shall deliver or procure the delivery to the Buyer of:
- 2.1.1 executed original copies of transfers in the agreed form relating to all of the Sale Shares; and
- 2.1.2 the original share certificates of all the Sellers relating to the Sale Shares or, in their absence, executed original copies of relevant indemnities in respect thereof in a form satisfactory to the Buyer.
- 2.2 At Completion the Buyer shall issue the Consideration Shares to the Sellers in the amounts set out opposite their names in column 3 of the Schedule and procure the entering of the names of the Sellers in the register of members of the Buyer in respect of such Consideration Shares.

## **3 Sale and Purchase**

- 3.1 On the terms of this Agreement and in consideration of the issue of the Consideration Shares, the Sellers shall sell or procure the sale of, and the Buyer shall buy, the Sale Shares with full title guarantee free from all Encumbrances and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this Agreement.
- 3.2 The Buyer is not obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

## **4 Warranties**

Each of the Sellers warrants to the Buyer that in respect of himself and the Sale Shares held by him:

- 4.1 the Sale Shares constitute all the shares held by him in the share capital of the Company as at the date of this Agreement and he is not a party to any agreement, arrangement, option, warrant or other agreement to subscribe for or otherwise purchase or acquire any further shares in the share capital of the Company;

- 4.2 he is the legal and beneficial owner of the Sale Shares and the Sale Shares are fully paid up;
- 4.3 the Sale Shares are free from all Encumbrances;
- 4.4 *no commitment has been given to create an Encumbrance affecting the Sale Shares* and no person has claimed any rights in connection with the Sale Shares; and
- 4.5 no proceedings, investigation or inquiry have been threatened or are pending against him in connection with the Sale Shares.

## **5 Confidentiality**

- 5.1 This Agreement shall be kept confidential by the parties hereto, save in the case of:
    - 5.1.1 information that is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this agreement; or
    - 5.1.2 information that the parties agree in writing is not confidential; or
    - 5.1.3 information that it receives from a source not connected with the person(s) to whom the information relates and that it has acquired free from any obligation of confidence to any other person or
    - 5.1.4 and to the extent that the disclosure is required:
      - 5.1.4.1 by law; or
      - 5.1.4.2 by a regulatory body, taxation authority or securities exchange; or
      - 5.1.4.3 to make any filing with, or obtain any authorisation from, a regulatory body, taxation authority or securities exchange; or
      - 5.1.4.4 to protect the disclosing party's interest in any legal proceedings,
- but in which case the disclosing party shall use reasonable endeavours to consult the other parties and have regard to any views they may have in relation to the disclosure before making it.

## **6 Further Assurance**

Each of the parties shall (at their expense) promptly execute and deliver all such documents, and do all such things, as any other may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement.

## **7 Assignment**

No party may assign or otherwise transfer, or grant any encumbrance or security interest whatsoever over, any of its rights under this agreement or any document referred to in it.

## **8 Whole Agreement**

8.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any arrangements, understanding or previous agreement between them relating to the subject matter they cover.

8.2 Nothing in this clause 8 operates to limit or exclude any liability for fraud.

## **9 Variation and Waiver**

9.1 Any variation of this Agreement shall be in writing and signed by or on behalf of the parties.

9.2 Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

9.3 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.

9.4 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

9.5 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

## **10 Notices**

10.1 A notice given under this Agreement:

10.1.1 shall be sent for the attention of the person, and to the address or fax number, specified by such party (or such other address or person as each party may notify to the others in accordance with the provisions of this clause 10); and

10.1.2 shall be:

10.1.2.1 delivered personally; or

10.1.2.2 sent by pre-paid first-class post, recorded delivery or registered post; or

10.1.2.3 (if the notice is to be served by post outside the country from which it is sent) sent by registered airmail.

10.2 A notice is deemed to have been received:

10.2.1 if delivered personally, at the time of delivery; or

10.2.2 in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or

10.2.3 in the case of registered airmail, five days from the date of posting; or

10.2.4 if deemed receipt under the previous paragraphs of this clause 10.2 is not within business hours (meaning 9.00 am to 5.30 pm Monday to

Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.

- 10.3 To prove service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.

## **11 Severance**

- 11.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 11.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **12 Agreement Survives Completion**

This Agreement (other than obligations that have already been fully performed) remains in full force after Completion.

## **13 Third Party Rights**

This Agreement and the documents referred to in it are made for the benefit of the parties and their successors and permitted assigns and are not intended to benefit, or be enforceable by, anyone else.

## **14 Successors**

The rights and obligations of the Sellers and the Buyer under this Agreement shall continue for the benefit of, and shall be binding on, their respective successors and assigns.

## **15 Counterparts**

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

## **16 Governing Law and Jurisdiction**

- 16.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.
- 16.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

This Agreement has been entered into on the date stated at the beginning of it.

## SCHEDULE

### Sellers

1	2	3
Seller	Sale Shares	Consideration Shares
Michael Morris 41 Queenborough Lane, Braintree, Essex CM7 7QE	114,466 ordinary shares of £1 each 2,558 non-voting ordinary shares of £1 each	386,714 ordinary shares of £1 each  2,586,244 preference shares of £1 each  7,674 non-voting ordinary shares of £1 each
Keith Breen Bocking Hall, Church Street, Bocking, Braintree, Essex CM7 5JY	76,310 ordinary shares of £1 each 1,705 non-voting ordinary shares of £1 each	257,807 ordinary shares of £1 each  1,724,142 preference shares of £1 each  5,115 non-voting ordinary shares of £1 each
Peter David Holliday Dundry, Water End Road, Potten End, Berkhamstead, Berks HP4 2SG	18,750 ordinary shares of £1 each	63,346 ordinary shares of £1 each  423,641 preference shares of £1 each
Christopher Dore 24 Rustic Close, Braintree, Essex CM7 3RX NS516307B	3,500 non-voting ordinary shares of £1 each	10,500 non-voting ordinary shares of £1 each
Michael McMahon Bay House, Lower Street, Stratford St May, Colchester, Essex CO7 6JS	2,000 non-voting ordinary shares of £1 each	6,000 non-voting ordinary shares of £1 each
Kieran Clerkin 14 Daphne Close, Gt Notley, Braintree, Essex CM77 7YZ	2,000 non-voting ordinary shares of £1 each	6,000 non-voting ordinary shares of £1 each



SIGNED by  
**MICHAEL MORRIS**

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SIGNED by  
**KEITH BREEN**

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SIGNED by  
**PETER DAVID HOLLIDAY**

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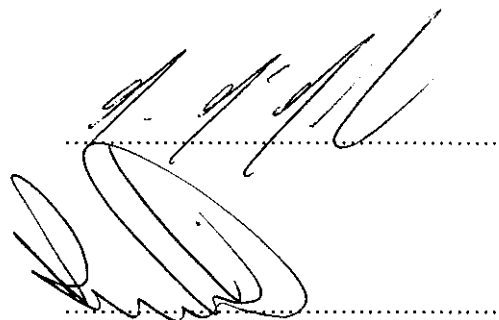
SIGNED by  
**CHRISTOPHER DORE**

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SIGNED by  
**MICHAEL MCMAHON**

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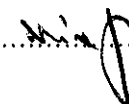
SIGNED by  
**KIERAN CLERKIN**

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SIGNED by  
**MICHAEL MORRIS**  
for and on behalf of  
**GARBOL LIMITED**

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