

... and
... of the original

Roxburgh Milkins
... on behalf of Roxburgh Milkins LLP
...
... House North,
... Road Bristol BS1 4RW

Annexure D

Share exchange agreement

- (1) The persons listed in schedule 1
- (2) Leadbay Limited (to be renamed Add Momentum Holdings Limited)

6148888

Dated 30th November 2007

Roxburgh Milkins LLP

Merchants House North, Wapping Road, Bristol BS1 4RW

Telephone 0845 241 9500 Facsimile 0845 241 9496

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COMPANIES HOUSE

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This Agreement is made the 30th day of November 2007

Between:

- (1) The persons whose names and addresses are set out in schedule 1 (the "Vendors"); and
- (2) Leadbay Limited (company number 6148888) whose registered office is at Merchants House North, Wapping Road, Bristol BS1 4RW (the "Purchaser").

Background:

The Vendors have agreed to sell and the Purchaser has agreed to purchase the Shares (as defined below) on the terms of this Agreement.

It is agreed as follows.

1 Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"this Agreement"	this Agreement (including the schedule to it);
"business day"	a day (other than a Saturday or a Sunday) on which clearing banks are open for business in the City of London;
"Company"	Add Momentum Limited, (company number: 04716313) whose registered office is at 3 rd Floor Link Block, Merchants House North, Wapping Road, Bristol BS1 4RW,
"Completion"	the completion of the sale and purchase of the Shares in accordance with clause 4;
"Consideration Shares"	378,590 ordinary shares of one pence each in the capital of the Purchaser to be issued by the Purchaser to the Vendors as consideration for the Shares,
"Encumbrance"	any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, or any other

security agreement or arrangement, or any agreement to create any of the above,

"notice" includes any notice, demand, consent or other communication; and

"Shares" all the issued share capital of the Company, being 378,600 ordinary shares of one pence each.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) references to clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses are references to sub-clauses of the clause in which they appear; and
- (c) the table of contents and headings are for convenience only and shall not affect the interpretation of this Agreement

2. Sale and purchase of the Shares

2.1 Subject to the terms of this Agreement, the Vendors shall sell and the Purchaser shall purchase, with effect from the date of this Agreement, the Shares with:

- (a) full title guarantee but free from all Encumbrances and all other rights exercisable by third parties, (including without limitation those which the Vendors do not, and could not reasonably be expected to, know about), and
- (b) all rights attaching to or accruing to them at Completion (including all dividends and distributions declared, paid or made on or after that date).

2.2 The Purchaser shall not be obliged to complete the purchase of any of the Shares unless the sale and purchase of all the Shares is completed simultaneously.

3 Consideration

The consideration for the Shares shall be satisfied by the issue and allotment by the Purchaser to the Vendors of the Consideration Shares in the proportions set out in the Schedule

4 Completion

4.1 Completion shall take place at the offices of the Company located at St Brandon's House, 29 Great George Street, Bristol BS1 5QT immediately following the signing of this Agreement

4.2 On Completion, the following shall take place

- (a) each of the Vendors shall deliver to the Purchaser a stock transfer form, duly completed and executed by the registered holder, in favour of the Purchaser or as it may direct, together with the relevant share certificate(s) or an indemnity for lost share certificate in a form approved by the Purchaser,
- (b) the Vendors shall procure that a Board Meeting of the Company is held at which the stock transfer forms referred to in sub-clause (a) are approved and, subject to being appropriately stamped, registered in the Company's books, and
- (c) the Purchaser shall
 - (i) hold a board meeting at which the Consideration Shares shall be allotted to the Vendors;
 - (ii) deliver to the Vendors duly executed share certificates in respect of the Consideration Shares; and
 - (iii) shall enter the Vendors as the holders of those shares in its register of members

5 Warranties

The Purchaser warrants to each of the Vendors that:

- (a) it has an authorised share capital of £5,000, comprising 500,000 voting shares of one pence each of which one hundred are in issue and are held by Maarten Westerduin, and
- (b) it has sufficient authorised but unissued share capital and all necessary consents and approvals to allot validly and effectually all of the Consideration Shares

6 Post completion

6.1 Each Vendor declares that for as long as it remains the registered holders of any Shares after Completion it will

- (a) hold those Shares and the dividends and any other moneys paid or distributed in respect of them after Completion and all rights arising out of or in connection with them in trust for the Purchaser; and

- (b) deal with those Shares and all such dividends, distributions and rights as the Purchaser may direct for the period between Completion and the day on which the Purchaser or its nominee is entered in the register of members of the Company as the holder of those Shares

6 2 Each Vendor irrevocably appoints the Purchaser as its attorney for the purpose of exercising any rights, privileges or duties attaching to his Shares including receiving notices of and attending and voting at all meetings of the members of the Company from Completion to the day on which the Purchaser or its nominee is entered in the register of members of the Company as the holder of the Shares

6 3 For the purpose of sub-clause 6 2, each Vendor authorises.

- (a) the Company to send any notices in respect of its shareholdings to the Purchaser, and
- (b) the Purchaser to complete and return forms of proxy, consents to short notice, written resolutions and any other document required to be signed by the Purchaser as a member of the Company.

7 Costs

7 1 Except as set out in clause 7.2, each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Agreement

7 2 The Purchaser shall pay all stamp and other transfer duties and registration fees applicable to any document to which it is a party and which arise as a result of or in consequence of this Agreement.

8 General

8 1 *Contracts (Rights of Third Parties) Act 1999*

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

8 2 *Entire Agreement*

- (a) This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.
- (b) The Purchaser acknowledges that it has entered into this Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Agreement and, save as expressly set out in this Agreement, the

Vendors shall have no liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.

8.3 *Variation*

No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

8.4 *Counterparts*

- (a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- (b) Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one and the same instrument.

8.5 *Further assurance*

After Completion, the Vendors shall execute such documents and take such steps as the Purchaser may reasonably require to vest the full title to the Shares in the Purchaser and to give the Purchaser the full benefit of this Agreement

9 *Governing law and jurisdiction*

9.1 This Agreement shall be governed by and construed in accordance with English Law

9.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England

This Agreement has been signed on the date appearing at the head of page 1

Schedule
(The Vendors)

Vendor	Address	Shares	Consideration Shares
Gary Speksnyder	87 Wylde Green Road, Sutton Coldfield, West Midlands B72 1HH	8,000	8,000
Gillian Kay Speksnyder	87 Wylde Green Road, Sutton Coldfield, West Midlands B72 1HH	8,000	8,000
Ben Akin-Smith	8 Cornwall Road, Bishopston, Bristol BS7 8LH	24,000	24,000
Claire Akin-Smith	8 Cornwall Road, Bishopston, Bristol BS7 8LH	2,000	2,000
Naomi Baker	4 Redland Hill, Redland, Bristol BS6 6UY	26,000	26,000
Toby Hughes	36 Somerville Road, St Andrews, Bristol BS7 9AB	28,500	28,500
Louise Hughes	36 Somerville Road, St Andrews, Bristol BS7 9AB	1,500	1,500
Katie Nottingham	Barnstead, 5 Delmont Grove, Stroud, Gloucestershire GL5 1UN	17,500	17,500
Benjamin Nottingham	Barnstead, 5 Delmont Grove, Stroud, Gloucestershire GL5 1UN	17,500	17,500
Maarten Christopher Westerduin	Paddock Lodge, Dunsells Lane, Ropley, Hampshire	80,110	80,010

SO24 0BX

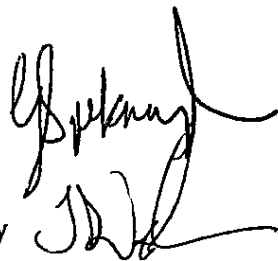
Frances Westerduin	Mary	Paddock Lodge, Dunsells Lane, Ropley, Hampshire SO24 0BX	80,109	80,109
Patricia Mary Nottingham		Barnstead, 5 Delmont Grove, Stroud, Gloucestershire GL5 1UN	36,757	36,757
Jeremy David Nottingham		Barnstead, 5 Delmont Grove, Stroud, Gloucestershire GL5 1UN	46,700	46,700
Rosemary Guy		Hazel Cottage, Weston Road, Hampshire RG25 2RJ	481	481
Lucy Tyte		Rose Cottage (St Michael's Church), High Street, Twerton, Near Bath BA2 1RL	481	481
Dr Irene Broadley- Westerduin		1 Sloan Cottage, Church Road, Shedfield, Hampshire SO32 2HW	481	481
Dr Frank Westerduin		99 Fearnlea, Bearsden, Glasgow G61 1NB	481	481
			378,600	378,590

EXECUTE as a deed by
LEADBAY LIMITED
Acting by.

)
)
)

Director

Director/Secretary



SIGNED as a deed and sealed by
FRANK WESTERDUIN
in the presence of.

)
)
)

Witness *Signature*

Name

Address

Occupation

SIGNED as a deed and sealed by
IRENE BROADLEY-WESTERDUIN
in the presence of

)
)
)

Witness *Signature*

Name

Address

Occupation

SIGNED as a deed and sealed by
LUCY TYTE
in the presence of

)
)
)

Witness *Signature*

Name

Address

Occupation

EXECUTE as a deed by
LEADBAY LIMITED
Acting by

)
)
)

Director

Director/Secretary

SIGNED as a deed and sealed by
FRANK WESTERDUIN
in the presence of

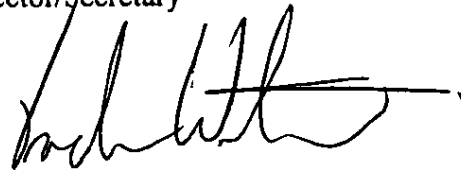
)
)
)

Witness Signature

Name

Address

Occupation



Linda J Hyslop
LINDA J HYSLOP

53, HAMILTON AVE, GLASGOW G41 4HE

DOCTOR.

SIGNED as a deed and sealed by
IRENE BROADLEY-WESTERDUIN
in the presence of

)
)
)

Witness Signature

Name

Address

Occupation

SIGNED as a deed and sealed by
LUCY TYTE
in the presence of

)
)
)

Witness Signature

Name

Address

Occupation

EXECUTE as a deed by)
LEADBAY LIMITED)
Acting by:)

Director

Director/Secretary

SIGNED as a deed and sealed by)
FRANK WESTERDUIN)
in the presence of)

Witness Signature

Name

Address:

Occupation

SIGNED as a deed and sealed by
IRENE BROADLEY-WESTERDUIN
in the presence of



Witness Signature



Name ANGELA WARD

Address: 38A FARHAM ROAD. SOUTHWICK. LANTS B176DY.

Occupation FITNESS TRAINER

SIGNED as a deed and sealed by)
LUCY TYTE)
in the presence of)

Witness Signature

Name

Address

Occupation

EXECUTE as a deed by)
LEADBAY LIMITED)
Acting by)

Director

Director/Secretary

SIGNED as a deed and sealed by)
FRANK WESTERDUIN)
in the presence of)

Witness Signature.

Name

Address

Occupation

SIGNED as a deed and sealed by)
IRENE BROADLEY-WESTERDUIN)
in the presence of)

Witness Signature.

Name

Address

Occupation

SIGNED as a deed and sealed by)
LUCY TYTE)
in the presence of)

Witness Signature

Name ANNABEL LOUISE SHEPHERD

Address 2, CODY COURT, HIGH STREET, HANHAM STH QLOS

Occupation SUPPORT WORKER

BS15 3EF

SIGNED as a deed and sealed by
ROSEMARY GUY
in the presence of

)
) Rosemary Guy
)

Witness Signature: *Edwards*

Name JOSETTE EDWARDS

Address. 71 MITCHELL AVE

Occupation: HARTLEY WINTNEY/
HANTS RG27 8HG
HAIR STYLIST

SIGNED as a deed and sealed by
JEREMY NOTTINGHAM
in the presence of:

)
)
)

Witness Signature:

Name

Address

Occupation

SIGNED as a deed and sealed by
PATRICIA NOTTINGHAM
in the presence of.

)
)
)

Witness Signature

Name:

Address

Occupation:

SIGNED as a deed and sealed by
FRANCES WESTERDUIN
in the presence of:

)
)
)

Witness Signature

Name

Address

Occupation

SIGNED as a deed and sealed by)
ROSEMARY GUY)
in the presence of)

Witness Signature

Name

Address

Occupation

SIGNED as a deed and sealed by)
JEREMY NOTTINGHAM)
in the presence of)

Witness Signature

Name ZARINA KHALIQ

Address 32 PARKER COURT, BASIRE ST
LONDON N1 8RZ

Occupation ACCOUNTANT

SIGNED as a deed and sealed by)
PATRICIA NOTTINGHAM)
in the presence of)

Witness Signature

Name ZARINA KHALIQ .

Address 32 PARKER COURT, BASIRE ST
LONDON N1 8RZ

Occupation ACCOUNTANT

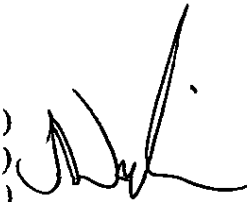

SIGNED as a deed and sealed by)
FRANCES WESTERDUIN)
in the presence of)

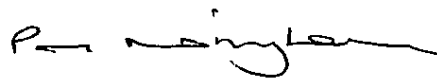

Witness Signature

Name

Address

Occupation

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)
)



)
)
)



SIGNED as a deed and sealed by)
ROSEMARY GUY)
in the presence of:)

Witness Signature

Name

Address.

Occupation

SIGNED as a deed and sealed by)
JEREMY NOTTINGHAM)
in the presence of:)

Witness Signature:

Name:

Address

Occupation

SIGNED as a deed and sealed by)
PATRICIA NOTTINGHAM)
in the presence of:)

Witness Signature.

Name

Address

Occupation

SIGNED as a deed and sealed by)
FRANCES WESTERDUIN) Frances Westerdun
in the presence of:)

Witness Signature JD Finner

Name John David Finner

Address 25000 WILSON BLVD, RICHMOND TX 75382

Occupation Retired Army Officer

SIGNED as a deed and sealed by
MAARTEN WESTERDUIN
in the presence of

)
)
)

M Westerduin

Witness.

Signature

J.D. Francis

Name

JOHN DAVID FRANCIS

Address

LEAFIELD HOUSE, RIPLEY, HANTS SO24 0BX

Occupation

Retired Army Officer

SIGNED as a deed and sealed by
BENJAMIN NOTTINGHAM
in the presence of:

)
)
)

Witness:

Signature

Name

Address

Occupation

SIGNED as a deed and sealed by
KATIE NOTTINGHAM
in the presence of

)
)
)

Witness.

Signature

Name

Address

Occupation.

SIGNED as a deed and sealed by
TOBY HUGHES
in the presence of.

)
)
)

Witness

Signature

Name

Address

Occupation

SIGNED as a deed and sealed by)
MAARTEN WESTERDUIN)
in the presence of)

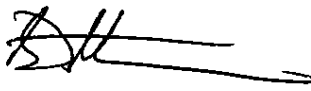
Witness. Signature

Name

Address

Occupation:

SIGNED as a deed and sealed by)
BENJAMIN NOTTINGHAM)
in the presence of)

) 
)
) *Benjamin Nottingham*

Witness. Signature

Name ZARINA KHALID

Address 32 PARKER COURT, BASIRE ST
LONDON N1 8RZ

Occupation ACCOUNTANT

SIGNED as a deed and sealed by)
KATIE NOTTINGHAM)
in the presence of)

) *Katie Nottingham*
)
) *Katie Nottingham*

Witness. Signature

Name ZARINA KHALID.

Address 32 PARKER COURT, BASIRE ST
LONDON N1 8RZ

Occupation. ACCOUNTANT

SIGNED as a deed and sealed by)
TOBY HUGHES)
in the presence of)

Witness. Signature

Name

Address

Occupation

SIGNED as a deed and sealed by)
MAARTEN WESTERDUIN)
in the presence of.)

Witness Signature

Name

Address

Occupation

SIGNED as a deed and sealed by)
BENJAMIN NOTTINGHAM)
in the presence of:)

Witness Signature

Name

Address

Occupation

SIGNED as a deed and sealed by)
KATIE NOTTINGHAM)
in the presence of:)

Witness Signature

Name

Address

Occupation

SIGNED as a deed and sealed by)
TOBY HUGHES)
in the presence of:)

Witness Signature 

Name A. JACKSON

Address Rumbourne Business Centres
ST Brendon's House, Bristol

Occupation Receptionist.

SIGNED as a deed and sealed by
LOUISE HUGHES
in the presence of.

David Hughes

Signature

M.

Name ZOE HERBERT

Address FLAT 3, 3 APSLEY VILLAS, KINGSDOWN. BS6 5UH

Occupation OPTOMETRIST

SIGNED as a deed and sealed by
NAOMI BAKER
in the presence of

)
)
)

Signature

Name -

Address.

Occupation

SIGNED as a deed and sealed by
BEN AKIN-SMITH
in the presence of

)

Signature

Name

Address

Occupation

SIGNED as a deed and sealed by
LOUISE HUGHES
in the presence of

)
)
)

Witness *Signature.*

Name

Address.

Occupation.

SIGNED as a deed and sealed by
NAOMI BAKER
in the presence of.

)
) Naomi Baker
)
y hughes

Witness *Signature.*

Name NICOLA HOPE

Address: 23 FALMOUTH RD,
BRISTOL BS78PH

Occupation:
ADMINISTRATOR

SIGNED as a deed and sealed by
BEN AKIN-SMITH
in the presence of.

)
)
)

Witness *Signature*

Name

Address

Occupation

SIGNED as a deed and sealed by)
LOUISE HUGHES)
in the presence of)

Witness *Signature*

Name.

Address

Occupation

SIGNED as a deed and sealed by)
NAOMI BAKER)
in the presence of:)

Witness *Signature*

Name

Address:

Occupation

SIGNED as a deed and sealed by)
BEN AKIN-SMITH)
in the presence of:)

Ben Akin-Smith

Witness *Signature* *James A. West*

Name. *JAMES ANTHONY WEST*

Address *FLAT 2 , 15 ROYAL YORK CRESCENT, BRISTOL, BS6 4JY*

Occupation *ENGINEER*

SIGNED as a deed and sealed by
CLAIRE AKIN-SMITH
in the presence of

) 

) 

Witness Signature

Name **MARTIN BAKRATT**

Address **51 WESSEX AVENUE, HERFIELD, BRISTOL, BS7 0PG**

Occupation **EDITOR.**

SIGNED as a deed and sealed by
GARY SPEKSYNDER
in the presence of

)

)

)

Witness: Signature

Name

Address

Occupation

SIGNED as a deed and sealed by
GILLIAN SPEKSYNDER
in the presence of

)

)

)

Witness Signature

Name

Address

Occupation

SIGNED as a deed and sealed by)
CLAIRE AKIN-SMITH)
in the presence of)

Witness: Signature:

Name:

Address:

Occupation:

SIGNED as a deed and sealed by)
GARY SPEKSYNDER)
in the presence of)

Witness: Signature: *G. Tank*

Name: *G. TAMBUS*

Address: *62 BROOKS ROAD, SUTTON COLDFIELD, B72 1HZ*

Occupation: *RETIRED ACCOUNTANT.*

SIGNED as a deed and sealed by)
GILLIAN SPEKSYNDER)
in the presence of)

Witness: Signature: *G. Speksynder*

Name: *TERENCE BROWN*

Address: *142 WYLOE GREEN ROAD SUTTON COLDFIELD WEST MIDLANDS*

Occupation: *BANK OFFICIAL*

B72 1JB