

6480383

DATED 12th March 2008

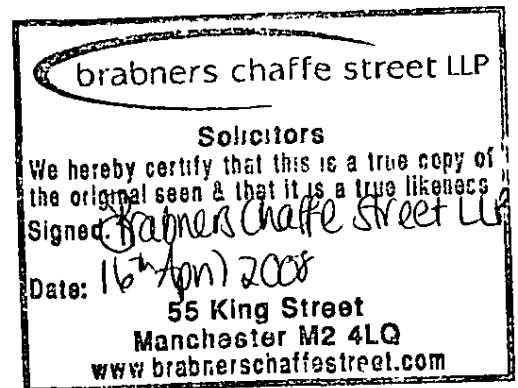
(1) WAYNE CONNOLLY AND KERRY CONNOLLY

and

(2) MARPLACE (NUMBER 726) LIMITED (in the process of changing
its name to WAYNE CONNOLLY HOLDINGS LIMITED)

AGREEMENT

For the Sale and Purchase of Shares in
CONNOLLY SCAFFOLDING LIMITED



brabners chaffe street

Brabners Chaffe Street LLP
55 King Street
Manchester
M2 4LQ

Tel: 0161 836 8800
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(Ref: CLL)

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COMPANIES HOUSE

THIS AGREEMENT is made the 12th day of March 2008

BETWEEN -

- (1) **THE PERSONS** whose respective names and addresses are set out in the first column of the Schedule hereto (hereinafter called "**the Sellers**"), and
- (2) **MARPLACE (NUMBER 726) LIMITED (in the process of changing its name to WAYNE CONNOLLY HOLDINGS LIMITED)** a company incorporated and registered in England and Wales with company number 6480383, and whose registered office is at Unit 10A, Owen Street, Stockport, Cheshire, SK3 0BG (hereinafter called "**the Buyer**")

RECITALS

- (A) The Sellers have agreed to sell and the Buyer has agreed to buy the Sale Shares subject to and on the terms and conditions of this Agreement

IT IS HEREBY AGREED as follows

1. Interpretation

In this Agreement and in the Schedule below unless the context otherwise requires, the following words shall have the following meanings.

"Agreement"	means this agreement as amended or varied in accordance with its terms,
"the Company"	means Connolly Scaffolding Limited a company registered in England and Wales under number 4426746,

"Encumbrance"

means 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,

"Sale Shares"

means 50 Ordinary Shares of £1 each in the capital of the Company.

2. Sale of Shares

Subject to the terms of this Agreement the Sellers shall sell with full title guarantee and free from all Encumbrances and the Buyer shall purchase, together with all benefits and rights now or hereafter attaching thereto, the number of shares in the capital of the Company set opposite the Sellers' names in the second column of the Schedule hereto

3. Consideration

The total consideration for the Sale Shares shall be the allotment to each of the Sellers of the number of Ordinary Shares of £1 each in the capital of the Buyer credited as fully paid set out opposite his or her name in the third column of the Schedule hereto and the crediting as fully paid of the one subscriber share in the capital of the Buyer registered in the name of Wayne Connolly

4. Completion

- (1) Completion of the sale and purchase of the Sale Shares shall take place on the date hereof whereupon the Sellers shall
 - (i) deliver to the Buyer -
 - (a) duly executed transfers of the Sale Shares by the registered holder thereof in favour of the Buyer together with the relative share certificates;
 - (b) such waivers or consents as may be necessary under the articles of association of the Company or as the Buyer may require to enable the Buyer to be registered as holder of the Sale Shares;
 - (ii) deliver or make available to the Buyer as agent for the Company all the statutory and other books (duly written up to date) of the Company and its certificates of registration and common seal.
- (2) Against compliance with the foregoing provisions the Buyer shall satisfy the consideration for the Sale Shares as provided by Clause 3 above

5. Further Assurance

Each party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution of documents and doing of such things as are required to give full effect to this Agreement and the transactions intended to be effected pursuant to it

6. Governing Law and Jurisdiction

This Agreement and any disputes or claims arising out of or in connection with its subject matter shall be governed and construed in accordance with English law, and the parties hereto submit to the exclusive jurisdiction of the English Courts

IN WITNESS whereof these presents have been executed the day and year first above written

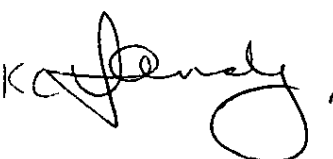
THE SCHEDULE

(1)	(2)	(3)
Name & Address of Sellers	Sale Shares (each being Ordinary Shares of £1 each)	Number of Ordinary Shares of £1 each in the Buyer to be allotted as consideration
Wayne Connolly New Gables 2 Birtles Road Macclesfield Cheshire SK10 3JQ	25	24 and the crediting as fully paid of the one subscriber share in the Buyer
Kerry Connolly New Gables 2 Birtles Road Macclesfield Cheshire SK10 3JQ	25	25

SIGNED by the said
WAYNE CONNOLLY

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) WC 

SIGNED by the said
KERRY CONNOLLY

)
) KC 

SIGNED by WAYNE CONNOLLY
for and on behalf of
MARPLACE (NUMBER 726) LIMITED

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) WC 