

6396883

DATED 22nd November 2007

ARIA TECHNOLOGY HOLDINGS LIMITED

- and -

ARIA TAHERI

AGREEMENT

For the acquisition of shares in

ARIA TECHNOLOGY LIMITED

WE HEREBY CERTIFY THIS DOCUMENT
TO BE A TRUE COPY OF THE ORIGINAL
DATED 22/11/07

Cobbetts LLP
COBBETTS LLP
58 MOSLEY STREET
MANCHESTER M2 3HZ

Cobbetts LLP
Ship Canal House
King Street
Manchester
M2 4WB
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Tel 0845 404 2404
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JRH/MZK



THIS AGREEMENT is made on 12th day of November 2007

BETWEEN:

- (1) **ARIA TECHNOLOGY HOLDINGS LIMITED** a company registered in England and Wales under No 6396883 whose registered office is at Aria House, Pottery Lane, Manchester, M12 4AS ("**Purchaser**"), and
- (2) **MR ARIA TAHERI** of 40 Old Wood Lane, Stockport, Cheshire, SK8 5JA ("**Vendor**")

BACKGROUND

- 1 The Vendor is the legal and beneficial owner of the Sale Shares (as hereinafter defined)
- 2 The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares (as hereinafter defined) upon the terms and conditions hereinafter appearing

NOW IT IS HEREBY AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1 1 In this Agreement, the following expressions have the following meanings

1 1 1 "**Company**" means Aria Technology Limited a company registered in England and Wales with Company Number 3404773,

1 1 2 "**Completion**" means completion of the sale and purchase of the Sale Shares hereunder,

1 1 3 "**Consideration Shares**" means 20,099 fully paid Ordinary Shares of £1 shares in the capital of the Purchaser,

1 1 4 "**Sale Shares**" means the 20,100 Ordinary Shares of £1 each which comprise the whole of the issued share capital of the Company

1 2 In this Agreement, unless the context otherwise requires

1 2 1 Words in the singular include the plural and vice versa and words in one gender include any other gender

1 2 2 A reference to a statute or statutory provision includes

- 1 2 2 1 any by-laws, statutory instruments, rules, regulations, notices, orders, directions, consents or permissions made thereunder and any conditions attaching thereto,
 - 1 2 2 2 any repealed statute or statutory provision which it re-enacts (with or without modification), and
 - 1 2 2 3 any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it
- 1 2 3 Reference to
 - 1 2 3 1 any party includes its successors in title and permitted assigns,
 - 1 2 3 2 a “**person**” includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality),
 - 1 2 3 3 any provision of this Agreement is to that provision as amended in accordance with the terms of this Agreement
- 1 2 4 Headings are for convenience only and shall not affect the interpretation of this Agreement
- 1 2 5 General words shall not be given a restrictive meaning
 - 1 2 5 1 if they are introduced by the word “other” by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing,
 - 1 2 5 2 by reason of the fact that they are followed by particular examples intended to be embraced by those general words

2 SALE OF THE SALE SHARES

Subject to the terms of this Agreement, the Vendor shall sell with full title guarantee and the Purchaser shall purchase, with effect from Completion, the Sale Shares free from all charges and encumbrances (whether monetary or not) and all other rights exercisable by third parties together with all rights attaching to or accruing to them at Completion (including, all dividends and distributions declared, paid or made on or after that date)

3 CONSIDERATION

The consideration for the sale and purchase of the Sale Shares shall be the allotment and issue by the Purchaser to the Vendor of the Consideration Shares

4 COMPLETION AND POST-COMPLETION

4 1 Completion shall take place at the registered office of the Purchaser immediately after the execution of this Agreement

4 2 On Completion

4 2 1 the Vendor shall deliver or procure delivery to the Purchaser an unstamped share transfer form, together with such other forms or documents as may be required in order to give effect to the proposed transfer of the Sale Shares duly completed and executed by the registered holders, in favour of the Purchaser (or as the Purchaser may direct) in respect of the Sale Shares together with the relevant share certificates,

4 2 2 the Vendor shall procure that a board meeting of the Company is held where the share transfer form referred to in clause 4 2 1 is approved and (subject to being appropriately stamped) the Company Secretary is authorised and instructed to register the transfer of Sale Shares in the Company's books,

4 2 3 when the Vendor has complied with the provisions of clauses 4 2 1 and 4 2 2, the Purchaser shall issue and allot to the Vendor the Consideration Shares, credited as fully paid, and deliver to the Vendor a share certificates therefor

5 POST COMPLETION MATTERS

5 1 The Vendor declares that for as long as he remains the registered holder of the Sale Shares after Completion he will

5 1 1 hold the Sale 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,

5 1 2 deal with the Sale Shares and all such dividends, distributions and rights as the Purchaser may direct lawfully 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 the Sale Shares

5 2 The Vendor irrevocably appoints the Purchaser as his respective attorney for the purpose of exercising any rights, privileges or duties attaching to the Sale 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 Sale Shares

5 3 For the purpose of clause 5 2, the Vendor authorises

5 3 1 the Company to send any notices in respect of the shareholding to the Purchaser,

5 3 2 the Purchaser to complete and return proxy cards, consents to short notice and any other document required to be signed by the Purchaser as a member

6 GENERAL

6 1 This Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreement, understandings or arrangements (oral or written) in respect of the subject matter of this Agreement

- 6 2 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
- 6 3 This Agreement shall be binding upon and enure for the benefit of the successors in title of the parties but, except shall not be assignable by any party without the prior written consent of the other
- 6 4 No purported variation of this Agreement shall be effective unless it is by deed and executed by each of the parties
- 6 5 Except to the extent already performed, all the provisions of this Agreement shall, so far as they are capable of being performed or observed, continue in full force and effect notwithstanding Completion
- 6 6 If any part of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, then that provision shall be deemed not to be a part of this Agreement, and it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction
- 6 7
- 6 7 1 The rights, powers and remedies conferred on any party by this Agreement and remedies available to any party are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise
- 6 7 2 Any party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this Agreement by any other party or parties without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed
- 6 7 3 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise

6 8 After Completion, the Vendor shall execute such documents and take such steps as the Purchaser may reasonably require to vest the full title to the Sale Shares in the Purchaser and to give the Purchaser the full benefit of this Agreement

6 9 Neither party shall without the prior written consent of the other party assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement

6 10

6 10 1 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

6 10 2 Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument

7 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English Law Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England

IN WITNESS whereof this agreement has been entered into the day and year first above written

SIGNED by



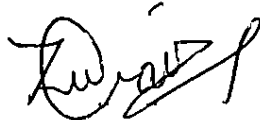
duly authorised for and on behalf of

ARIA TECHNOLOGY HOLDINGS LIMITED

in the presence of

WITNESS

Signature



Name (in block capitals)

ZUBAIR AHMAD

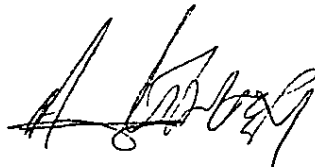
address

10 AYLCLIFFE GROVE
MANCHESTER M13 0ZG

Occupation

ACCOUNTANT

SIGNED by ARIA TAHERI



In the present of -

WITNESS

Signature



Name (in block capitals)

ZUBAIR AHMAD

address

10 AYLCLIFFE GROVE
MANCHESTER M13 0ZG

Occupation

ACCOUNTANT