

DATED 25 September 2009

I certify this to be a true
copy of the original.

IAN LAWSON

(Signature)
J. COOPER

c/o champion Consulting
Ltd.

- and -

GRISEDALE CONTRACTORS LIMITED

AGREEMENT

for the sale and purchase of 100 ordinary shares of £1.00 each
in the capital of Grisedale 2000 Limited



AARON & PARTNERS LLP

SOLICITORS

www.aaronandpartners.com

Ref: HBD.SSG.CHA89.7/Draft 1

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THIS AGREEMENT is made on

25 September

2009

BETWEEN

(1) **IAN LAWSON** of 3 Piercefield Road, Formby, Liverpool L37 7DG ("the Vendor");
and

(2) **GRISEDALE CONTRACTORS LIMITED** (Company No.4588274) whose registered office is at 71-73 Hoghton Street, Southport, Merseyside PR9 0PR ("the Purchaser").

WHEREAS The Vendor is at the date of this Agreement the registered holder of 100 Ordinary Shares of £1.00 each in the capital of Grisedale 2000 Limited and the Vendor has agreed to sell and the Purchaser has agreed to purchase such share capital on the terms set out in this Agreement.

NOW IT IS AGREED that:

1. PRELIMINARY

1.1 Definitions

In this Agreement unless the context otherwise requires:-

"the Company" - means Grisedale 2000 Limited a private company limited by shares registered in England and Wales under number 3810448;

"Completion" - means actual completion of the sale and purchase of the Shares in accordance with clause 4;

"the Consideration Shares" - means the 100 ordinary shares of £0.01 in the capital of the Purchaser to be issued and allotted upon Completion in accordance with clause 3;

"person" - includes any legal or natural person, partnership, trust, company, government, local or public authority department or other body or association of persons (whether corporate or unincorporate); and

"the Shares" - means the 100 ordinary shares of £1.00 each in the capital of the Company held by the Vendor.

1.2 **Headings**

Clause and sub-clause headings shall be ignored in interpretation.

1.3 **References**

References to clauses, sub-clauses and schedules are to clauses, sub-clauses and schedules of or to this Agreement unless otherwise expressly stated.

2. **SALE AND PURCHASE**

2.1 **Agreement**

The Vendor shall sell the Shares with full title guarantee and the Purchaser shall purchase the Shares from the Vendor free from all liens charges options encumbrances equities and adverse interests of any kind whatsoever and together with all accrued benefits and rights attaching to the Shares including all dividends declared or payable. The Vendor warrants to the Purchaser that he is entitled to sell and transfer to the Purchaser the full legal and beneficial interest in the Shares on the terms of this Agreement.

2.2 **Pre-emption Waiver**

In consideration of the sale and purchase hereby contracted, the Vendor whether under the Company's Articles of Association or otherwise irrevocably waives all rights of pre-emption and any other rights in respect of the Shares and their sale and transfer hereunder in favour of the Company or as it directs and shall procure the grant by any other person of all other such waivers as may be necessary and the Vendor acknowledges that notwithstanding any other provision contained in the Company's Articles of Association or elsewhere he shall have no further rights of any nature whatsoever in relation to any class of the Company's share capital.

3. **CONSIDERATION**

The consideration for the sale of the Shares under this Agreement shall be the allotment and issue by the Purchaser upon Completion of 100 ordinary shares of £0.01 in the capital of the Purchaser to the Vendor.

4. **COMPLETION**

4.1 **Date and Venue**

Subject to the provisions of this Agreement, the following business in sub-clauses 4.2 and 4.3 shall be conducted on Completion at the registered office of the Purchaser immediately after entry into this Agreement.

4.2 Vendor's Obligations

The Vendor shall deliver to the Purchaser a duly executed transfer of the Shares (accompanied if required by a duly executed power of attorney or other authority under which the transfer has been executed) in favour of the Purchaser together with the respective share certificate.

4.3 Purchaser's Obligations

Subject to due performance by the Vendor of his obligations hereunder the Purchaser shall:

- 4.3.1 allot and issue to the Vendor credited as fully paid the Consideration Shares; and
- 4.3.2 deliver to the Vendor a definitive certificate in his name for the Consideration Shares.

5. FURTHER ASSURANCE

The Vendor shall execute and perform such further acts deeds documents and things as the Purchaser may from time to time reasonably require effectively to vest the beneficial ownership of the Shares in the Purchaser or as it directs free from all charges liens options encumbrances equities and other adverse interests of any kind and otherwise to ensure to the Purchaser the full benefit of this Agreement.

6. STAMP DUTY

The parties shall co-operate with each other in making such declarations or applications for relief in respect of any stamp duty payable by reason of this Agreement or any transfers effected hereunder.

7. COUNTERPARTS

- 7.1 This Agreement may be executed in a number of counterparts and by the parties on different counterparts, but shall not be effective until each party has executed at least one counterpart.
- 7.2 Each counterpart, when executed, shall be an original, but all the counterparts together constitute the same document.

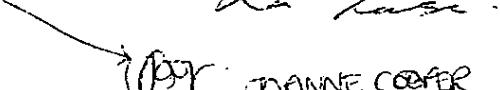
8. JURISDICTION AND LAW

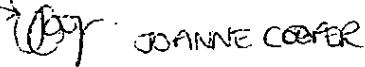
This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts as regards any claim or matter arising in relation to this Agreement

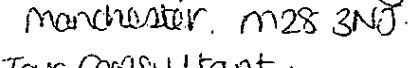
IN WITNESS of which the parties have signed this Agreement on the date first before written

SIGNED by)
IAN LAWSON)
in the presence of:-)

Witness Signature: 

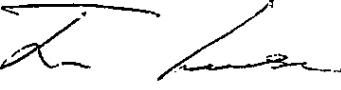
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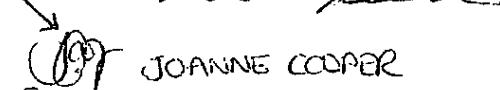
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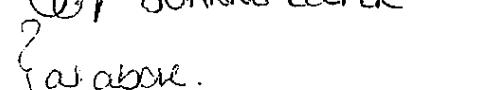
Occupation: 
c/o champion Consulting Ltd, 1 Worsley Court, High Street, Worsley,
Manchester, M28 3ND.

Tax Consultant

SIGNED by)
for and on behalf of)
GRISEDALE CONTRACTORS LIMITED)
in the presence of:-)

Witness Signature: 

Name: 

Address: 

Occupation: 
as above.