

DATED 22nd December 2008

6302716.

ANSON MEDICAL CENTRE HOLDINGS LIMITED

and

THE VARIOUS PARTIES WHOSE NAMES APPEAR AT THE SCHEDULE

SHARE SALE AGREEMENT

for the sale and purchase of the entire
issued share capital of Anson Medical Centre Limited

We hereby certify that this is a true copy

HARROWELLS
Solicitors
Moorgate House
Clifton Moorgate
York YO30 4WY

29.12.08

Harrowells
SOLICITORS

Harrowells LLP

Moorgate House, Clifton Moorgate, York YO30 4WY

T: 01904 690111 F: 01904 692111 DX: 61464, Haxby

www.harrowells.co.uk

TUESDAY



RYPGI63L

RM

30/12/2008

115

COMPANIES HOUSE

CONTENTS

1. Interpretation.....	3
2. Sale And Purchase	5
3. Consideration.....	5
4. Completion	5
5. Warranties	7
6. Tax Warranties	8
7. Restrictive Covenants	8
8. Notices.....	9
9. Waiver	10
10. Further Assurance	10
11. Entire Agreement.....	10
12. Variation	10
13. Assignment.....	10
14. Severance	11
15. Governing Law.....	11
16. Counterparts.....	11

THIS AGREEMENT dated *22nd December* 2008 is made

BETWEEN:-

- (1) THE PERSONS whose names and addresses are set out in the Schedule (the "Sellers"); and
- (2) ANSON MEDICAL CENTRE HOLDINGS LIMITED (Company Number 6302776) whose registered office is at Moorgate House, Clifton Moorgate, York, YO30 4WY (the "Buyer").

BACKGROUND

- (A) The Anson Medical Centre Limited (Company Number 1089641) whose registered office is at 23 Anson Road, Victoria Park, Manchester, M14 5BZ ("the Company") is a private company limited by shares.
- (B) The Sellers have agreed to sell and the Buyer has agreed to buy the Sale Shares (defined below) on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Agreement, the following expressions have the following meanings:-

"ARBS"	Dr Anthony Ross Broadhurst Smith, a Seller;
"Business"	the business of the Company at the date of this Agreement;
"Buyer's Solicitors"	Harrowells LLP, Moorgate House, Clifton Moorgate, York, YO30 4WY;
"Completion"	completion of the sale and purchase of the Shares in accordance with this Agreement;
"Completion Date"	the date of Completion;
"Consideration"	the consideration payable for the Shares as set out in clause 3;
"Consideration Share"	the one ordinary share of £1.00 in the Buyer to be issued pursuant to clause 4.3.2;
"Executors"	Alistair John Howitt and Jeremy Paul Howitt as executors to the estate of Jean Howitt (deceased);
"Nominated Account"	The Sellers' Solicitors' client account numbered 00713291 at 19/21 Spring Gardens, Manchester branch of Bank of Scotland plc sort code 12-08-95 or such other account as the Sellers' Solicitors shall specify in writing before Completion to the Buyers' Solicitors for the purposes of this

Agreement;

"Sale Shares"	The 17 ordinary shares of £1.00 being the entire issued share capital of the Company held by the Sellers as set out in the Schedule to this Agreement;
"Sellers Solicitors"	Pannone LLP of 123 Deansgate Manchester M3 2BU;
Warranty Claim"	any claim made by the Buyer in respect of any breach of any of the warranties set out in clauses 6.2 and 6.3 of this Agreement.

1.2 In this Agreement:-

- 1.2.1 any gender includes any other gender;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 1.2.4 the recitals form part of this Agreement and the expression "this Agreement" includes the recitals;
- 1.2.5 the headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.6 any reference to a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it;
- 1.2.7 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
- 1.2.8 references to a person acting "directly or indirectly" include acting alone or jointly with or by means of any other person;
- 1.2.9 the obligations and liabilities of the Sellers under this agreement are several.
- 1.2.10 references to any document (including this Agreement) or a provision thereof shall be construed as a reference to that document or provision as from time to time supplemented, varied or replaced;
- 1.2.11 references to writing include facsimiles and any method of reproducing words in a legible and non-transitory form; and

2. SALE AND PURCHASE

- 2.1 Each Seller shall sell and the Buyer shall buy the number of Sale Shares set opposite that Seller's name in the Schedule to this Agreement but free from any encumbrance and all other rights exercisable by third parties and with the benefit of all rights attaching or accruing to the Sale Shares with effect from the Completion Date.
- 2.2 Each of the Sellers waive any pre-emption rights or other rights they may have in relation to any of the Sale Shares whether under the articles of association of the Company or otherwise.

3. CONSIDERATION

- 3.1 The consideration for the Sale Shares shall be £30,000 per Sale Share.
- 3.2 The consideration shall be satisfied as follows:-
- 3.2.1 At Completion
- a) as to the sum of £480,000 payable to persons whose names appear in part 1 of the Schedule in equal proportions in cash by electronic funds transfer to the Nominated Account (the Sellers' Solicitors being authorised to receive it in that account);
 - b) as to the balance by the allotment of the Consideration Share to ARBS.

4. COMPLETION

- 4.1 Completion shall take place at the offices of the Buyer's Solicitors immediately after this Agreement has been executed by the parties and exchanged.
- 4.2 At Completion:-
- 4.2.1 the Sellers shall deliver to the Buyer stock transfer forms in favour of the Buyer or as it directs, duly executed by the Sellers together with the share certificates relating to the Sale Shares (or an appropriate indemnity in respect thereof);
- 4.2.2 there shall be delivered or made available to the Buyer;
- (i) a copy of the certificate of incorporation (and where relevant a copy of certificate of incorporation on change of name) of the Company;
 - (ii) the reconstituted register of members any other statutory registers of the Company;
 - (iii) all books of accounts and documents of record and all other documents in the possession custody or control of the Sellers in connection with the Business all complete and up to date;

- (iv) bank statements of all bank accounts of the Company as at a date not more than 2 Business Days prior to Completion together with bank reconciliation statements in respect of each such amount made up to Completion;
 - (v) bank mandates to be given by the Company;
 - (vi) all current cheques books, paying – in books and unused cheques of the Company;
- 4.2.3 a meeting of the board of directors of the Company shall be held at which the directors shall (subject to stamping) approve and register the transfers referred to in clause 4.2.1.
- 4.2.4 a meeting of the board of directors of the Buyer shall be held at which the directors shall;
 - (i) deliver a certified copy of the resolution of the Shareholders of the Buyer authorising the purchase of the Sale Shares and giving authority to the directors to allot the Consideration Share pursuant to section 80 of the Companies Act 1985;
 - (ii) authorise the execution by the Buyer of this Agreement and all other documents ancillary to it or transactions contemplated in this Agreement;
 - (iii) issue and allot the Consideration Share in accordance with clause 4.3.2;
- 4.3 Upon and subject to completion of the matters referred to in clause 4.2 the Buyer shall:-
 - 4.3.1 pay the sum of £30,000 per Sale Share in respect of each individual Seller into the Nominated Account. Receipt by the Sellers' Solicitors of such sum shall be a good discharge to the Buyer who shall have no obligation as to its distribution to or allocation between the Sellers.
 - 4.3.2 issue the Consideration Share to ARBS; and
- 4.4 The Buyer may in its absolute discretion waive any obligation of the Seller contained in this clause 4 and vice versa.
- 4.5 The Buyer shall not be obliged to complete the purchase of any of the Sale Shares unless the Sellers comply fully with its obligations under this clause 4 and unless the purchase of all Sale Shares is completed simultaneously.
- 4.6 Each Seller hereby declares that, for so long as he remains the registered holder of any of the Sale Shares after Completion, he will:-
 - 4.6.1 stand possessed of the Sale Shares and any dividends or other distributions of profits or surplus or other assets in respect thereof and all rights arising out of or in connection with the Sale Shares in trust for the Buyer; and

- 4.6.2 at all times thereafter deal with and dispose of the Sale Shares and all such dividends, distributions and rights as the Buyer may direct.
- 4.7 The Sellers by their execution of this Agreement appoint the Buyer to be his attorney from and after Completion granting to the Buyer full power on his behalf to exercise all voting and other related rights attaching to the Sale Shares sold by the Sellers including power:-
- 4.7.1 to execute a form of proxy in favour of such person or persons as the Buyer may think fit to attend and vote as the Sellers' proxy at any general meeting of the members, or separate class meeting of any class of members, of the Company in respect of such Sale Shares in such manner as the Buyer may decide;
- 4.7.2 to consent to the convening and holding of any such meeting and the passing of the resolutions to be submitted at any such meeting on short notice;
- 4.7.3 to execute written resolutions; and
- 4.7.4 to settle the terms of such resolutions and generally to procure that the Buyer or its nominees are duly registered as the holders of all the Sale Shares.
- 4.8 The Sellers hereby ratify and confirm and hereby agree to ratify and confirm all and whatsoever the Buyer shall lawfully do or cause to be done in pursuance of the power of attorney granted by this clause 4.
- 4.9 The Sellers hereby declare that the power of attorney in this clause 4 shall be irrevocable.

5 POST COMPLETION MATTERS

- 5.1 The Sellers agree and acknowledge that the Company has an overdraft facility ("the borrowings") with National Westminster Bank Plc.
- 5.2 Provided that the Buyer's Solicitors have notified the Sellers' Solicitors of the relevant overdraft account details prior to Completion, the Sellers agree that immediately following Completion the Sellers shall repay (or shall procure the repayment of) the sum of £50,000 in respect of the borrowings (or part of the borrowings in the event that the aggregate amount of the facility outstanding is in excess of £50,000 and the Sellers shall not be responsible for any such excess) and that such repayment shall be the responsibility of all Sellers in equal proportions.

6. WARRANTIES

- 6.1 Each Seller other than the Executors severally warrant to the Buyer that:-
- 6.1.1 each of them has and will at Completion have full power and authority to enter into and perform this Agreement which when executed will constitute binding obligations on the Seller in accordance with their respective terms;

- 6.1.2 each of them are and will at Completion be entitled to transfer the full legal and beneficial ownership of the Sale Shares to the Buyer on the terms of this Agreement without the consent of any third party;
 - 6.1.3 each of them are and will at Completion be the legal and beneficial owner of the Sale Shares;
 - 6.1.4 there is and at Completion there will be no encumbrance or other equities of any nature whatsoever on, over or affecting the Shares, nor any agreement or arrangement to give or create any such equities or encumbrances and no claim has been made or will be made by any person to be entitled to any of the foregoing;
- 6.2 Each Seller (other than the Executors) warrants to the Buyer contracting for itself and for any successor in title to the Sale Shares that the warranties set out in this clause 6 are at Completion true and accurate and are not misleading.
- 6.3 The Executors warrant to the Buyer that each of them are the appointed executors to the estate of Jean Howitt (deceased) and that their names have been entered into the Register of Members of the Company.
- 6.4 No Warranty Claim shall be made by the Buyer unless it shall have given notice to the Seller not later than 12 months after the date of this Agreement.
- 6.5 The aggregate liability of each individual Seller under this agreement in respect of all Warranty Claims shall not exceed £30,000.

7 NOTICES

- 7.1 Any communication given under this Agreement shall be in writing and delivered personally or sent by prepaid recorded, special delivery or first class post (or air mail post if to an address outside the United Kingdom) to the address of the party who is to receive such communication as set out in this Agreement or to such other address in the United Kingdom as may from time to time be specified in writing by the relevant party as its address for the purpose of this clause 7.
- 7.2 A communication shall be deemed to have been received:-
- 7.2.1 if delivered personally, at the time of delivery;
 - 7.2.2 if sent by prepaid recorded, special delivery or first class post, on the second Business Day after the date of posting; and
 - 7.2.3 if sent by prepaid air mail post, on the fifth Business Day from the date of posting.
- 7.3 In proving service:-
- 7.3.1 by personal delivery, it shall be necessary only to produce a receipt for the communication signed by or on behalf of the party due to receive it; and

7.3.2 by post, it shall be necessary only to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause 7.

7.4 A communication received or deemed to be received in accordance with clause 7.2 on a day which is not a Business Day or after 5.00pm on any Business Day shall be deemed to be received at 9.00am on the next Business Day.

7.5 Each party undertakes to notify all of the other parties in accordance with this clause 7 if the address or facsimile number specified in this Agreement is no longer an appropriate address for the service of communications.

8 WAIVER

No failure to exercise or any delay in exercising any right or remedy by the Buyer under this Agreement shall operate as a waiver of them or of any other right or remedy under it. No single or partial exercise by the Buyer of any such right or remedy shall prevent any further or other exercise of them or the exercise of any other right or remedy.

9 FURTHER ASSURANCE

The Sellers shall upon demand and at their own expense execute and register or procure to be executed and registered all further deeds and documents and do or procure to be done all acts and things as may be reasonably required to give effect to this Agreement.

10 ENTIRE AGREEMENT

This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties in respect of the Agreement's subject matter and supersede any previous agreement between the parties relating to the subject matter of this Agreement but without prejudice to the rights and liabilities of the parties accrued before the date of this Agreement.

11 VARIATION

No amendment or variation of the terms of this Agreement or any documents entered into or delivered in accordance with its provisions shall be effective unless made or confirmed in writing and signed by the Sellers and the Buyer or by the parties to such document and no other person's consent shall be required for any such amendment or variation.

12 ASSIGNMENT

12.1 The successors in title of the parties (including where appropriate, the personal representatives) shall have the benefit of and be subject to this Agreement. The benefit of this Agreement may be assigned at any time by the Buyer. The parties agree that any such assignment includes an assignment of any cause of action for breach of contract including breach of any warranty and the legal remedies for any such breach.

12.2 The Sellers may not assign, transfer, charge, dispose of or deal in any other manner with this Agreement or any of its rights or beneficial interests under it, nor purport to do any of the same, nor sub-contract any or all of its obligations

under this Agreement without having obtained the prior written consent of the Buyer.

13 SEVERANCE

- 13.1 If any provision of this Agreement or any document referred to in it shall be found by any court or body or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this Agreement or such document (as the case may be) which shall remain in full force and effect to the extent permitted by law.
- 13.2 If any provision of this Agreement or any document referred to in it is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, or reduced in application, the provision in question shall apply with such modification as may be necessary to make it valid.
- 13.3 In the circumstances referred to in clause 13.1 and providing clause 13.2 does not apply, the parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of this Agreement or any relevant document referred to in it shall be suspended whilst an attempt at such substitution is made.

14 GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with the laws of England and Wales.

15 COUNTERPARTS

This Agreement may be executed in any number of counterparts each in the like form, all of which taken together shall constitute one and the same document, and any party may execute this Agreement by signing any one or more of such counterparts.

IN WITNESS whereof this Agreement has been executed and delivered as a deed on the date specified on page 1

Schedule
The Sellers
Part 1

Seller name and address	Number of Shares	Sale Price
Doctor Robert Bernstein 6 Planetree Road Hale Altrincham Cheshire WA15 9JL	1 ordinary share	£30,000
Mr Paul Donnai 24 Pine Road Didsbury Manchester M20 6UZ	1 ordinary share	£30,000
Doctor Richard Andrew Fawcitt Fordyce House Fordyce Banff Aberdeenshire AB45 2SN	1 ordinary share	£30,000
Mr Geir Johan Grotte Kempton House 24A Hartington Bramhall Stockport Cheshire SK7 2DZ	1 ordinary share	£30,000
Doctor Raymond Holmes East House Arley House Arley Northwich CW9 6LZ	1 ordinary share	£30,000
Alistair Howitt of Swiftsden Farm Oast, Ticehurst Road, Hurst Green, Etchingham, East Sussex, TN19 7QT and Jeremy Howitt of Suite 191,3 Courthill House,60 Water Lane, Wilmslow, Cheshire SK9 5AJ (as executors of the estate of Mrs Jean Howitt (deceased)	1 ordinary share	£30,000

Doctor Stephen Howard Lee 20 Prestwich Park Road South Prestwich Manchester M25 9PE	1 ordinary share	£30,000
Mr Ian MacLennan Little Heath South Downs Drive Hale Altrincham Cheshire WA14 3HR	1 ordinary share	£30,000
Mr Barrie Maltby 93 Cote Green Road Marple Bridge Stockport Cheshire SK6 5EN	1 ordinary share	£30,000
Mr Stephen Payne MS FRCS 21 Ollerbarrows Road Hale Altrincham Cheshire WA15 9PP	1 ordinary share	£30,000
Professor Richard Thomas Ramsden Brick Bank Brick Bank Lane Allostock Knutsford Cheshire WA16 9LY	1 ordinary share	£30,000
Doctor Sylvia Rimmer 4 Richmond Hill Bowdon Altrincham Cheshire WA14 2TS	1 ordinary share	£30,000
Doctor Sarah Ann Russell Granary Cottage Souracre Fold Heyrod Stalybridge Cheshire SK15 3DA	1 ordinary share	£30,000
Doctor Paul Martin Taylor Bell in the Thorn 111 Belthorn Road Belthorn	1 ordinary share	£30,000

Blackburn BB1 2NY		
Doctor Thomas Walter Wames 66 Moss Road Alderley Edge Cheshire SK9 7JB	1 ordinary share	£30,000
Doctor Richard William Whitehouse 34a Winnington Road Marple Stockport Cheshire SK6 6PT	1 ordinary share	£30,000

Part 2

Doctor Anthony Ross Broadhurst Smith Foden Bank Farm, Byrons Lane Macclesfield Cheshire SK11 0HA	1 ordinary share	The Consideration Shares
--	------------------	--------------------------

SIGNED AS A DEED by
Doctor Robert Bernstein
in the presence of:

) Don St. Lennan. (AS ATTORNEY)
)

Witness signature

P. Garden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANS GATE,
MANCHESTER, M3 2BU.

SIGNED AS A DEED by
Mr Paul Donnai
in the presence of:

) Don St. Lennan. (AS ATTORNEY)
)

Witness signature

P. Garden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANS GATE,
MANCHESTER, M3 2BU

SIGNED AS A DEED by
Doctor Richard Andrew
Fawcitt in the presence of:

) Don St. Lennan. (AS ATTORNEY)
)

Witness signature

P. Garden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANS GATE
MANCHESTER, M3 2BU

SIGNED AS A DEED by
Mr Geir Johann Grotte
in the presence of:

) Jan Federman (AS ATTORNEY)
)
)

Witness signature

P. Garden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANS GATE
MANCHESTER, M3 2BU

SIGNED AS A DEED by
Doctor Raymond Holmes
in the presence of:

) Jan Federman (AS ATTORNEY)
)
)

Witness signature

P. Garden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANS GATE,
MANCHESTER, M3 2BU

SIGNED AS A DEED by
Alistair Howitt as executor
to the estate of Mrs Jean
Howitt
in the presence of:

) Jan Federman (AS ATTORNEY)
)
)

Witness signature

P. Garden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANS GATE
MANCHESTER, M3 2BU

SIGNED AS A DEED by
Jeremy Howitt as
executor to the estate of
Mrs Jean Howitt
in the presence of:

) Jan Federman (AS ATTORNEY)
)
)

Witness signature

P. Garden

Witness Name

PANNONE LLP, 123 DEANS GATE

Witness Address

MANCHESTER, M3 2BU

SIGNED AS A DEED by
Doctor Stephen Howard
Lee in the presence of:

) Ian MacLennan (AS ATTORNEY)
)
)

Witness signature

PGarden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANSGATE,
M3 2BU

SIGNED AS A DEED by
Mr Ian MacLennan
in the presence of:

) Ian MacLennan
)
)

Witness signature

PGarden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANSGATE,
MANCHESTER, M3 2BU

SIGNED AS A DEED by
Mr Barrie Maltby
in the presence of:

) Ian MacLennan (AS ATTORNEY)
)
)

Witness signature

PGarden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANSGATE,
MANCHESTER, M3 2BU

SIGNED AS A DEED by
Mr Stephen Payne
in the presence of:

) Ian MacLennan (AS ATTORNEY)
)
)

Witness signature

~~PHILIPPA GARDEN~~ PGarden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANSGATE

MANCHESTER, M3 2BU

SIGNED AS A DEED by
Professor Richard
Thomas Ramsden
in the presence of:

) Jan F. Lennan (AS ATTORNEY)
)
)

Witness signature

PHILIPPA GARDEN

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANSGATE
MANCHESTER, M3 2BU

SIGNED AS A DEED by
Doctor Sylvia Rimmer
in the presence of:

) Jan F. Lennan (AS ATTORNEY)
)
)

Witness signature

PHILIPPA GARDEN PHILIPPA GARDEN

Witness Name

PANNONE LLP, 123 DEANSGATE

Witness Address

MANCHESTER, M3 2BU

SIGNED AS A DEED by
Doctor Sarah Ann Russell
in the presence of:

) Jan F. Lennan (AS ATTORNEY)
)
)

Witness signature

PHILIPPA GARDEN

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANSGATE
MANCHESTER, M3 2BU

SIGNED AS A DEED by
Doctor Paul Martin Taylor
in the presence of:

) Jan F. Lennan (AS ATTORNEY)
)
)

Witness signature

PHILIPPA GARDEN

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANSGATE

MANCHESTER, M3 2BU

SIGNED AS A DEED by
Doctor Thomas Walter
Warnes
in the presence of:

)
) For Thomas Warnes (AS ATTORNEY)
)

Witness signature

Philippa Garden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANSGATE
MANCHESTER, M3 2BU

SIGNED AS A DEED by
Doctor Richard William
Whitehouse
in the presence of:

)
) For Richard Whitehouse (AS ATTORNEY)
)

Witness signature

Philippa Garden

Witness Name

PHILIPPA GARDEN

Witness Address

PANNONE LLP, 123 DEANSGATE
MANCHESTER, M3 2BU

SIGNED AS A DEED by
Doctor Anthony Ross
Broadhurst Smith
in the presence of:

)
) For Anthony Ross
)

Witness signature

Nicola Fielding

Witness Name

NICOLA FIELDING

Witness Address

Harbottle LLP
Moorgate House, York

SIGNED AS A DEED by
Anson Medical Centre
Holdings Limited by two

)
) For Anson Medical Centre
)

authorised signatories:

, Green Oen