

1279733

We certify that this is
a true copy of the
original.

Rawlison & Butler
Griffin House
135 High Street
Crawley
W. Sx RH10 1DQ

DATED 31ST JANUARY 1995

CHARLES PETER GORDON

PASSED FOR FILING

- and -

CHARLES GORDON ASSOCIATES LIMITED

AGREEMENT FOR SALE OF SHARES

IN .

THE HURTWOOD PRESERVING COMPANY LIMITED

Rawlison & Butler
Griffin House
135 High Street
Crawley
West Sussex RH10 1DQ

Tel: 0293-527744
Fax: 0293-520202



THIS AGREEMENT is made the 31st day of January 1995

BETWEEN

- (1) "The Vendor": the person whose name and address is set out in column 1 of Schedule 2
- (2) "The Purchaser": CHARLES GORDON ASSOCIATES LIMITED registered in England and Wales under company number 1279733 and with its registered office at Hampton House, High Street, East Grinstead, West Sussex RH19 3AW

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement, including the Schedule, the following words and expressions have the following meanings unless they are inconsistent with the context:
 - "Company" The Hurtwood Preserving Company Limited
 - "Completion" 31st January 1995
 - "Purchase Consideration" the allotment to the Vendor of such number of ordinary shares in the capital of the Purchaser as shall be decided by the auditors of the Purchaser
 - "Shares" 652 Ordinary Shares in the capital of the Company
- 1.2 Any reference to the Vendor includes, where appropriate, his personal representatives
- 1.3 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any one gender include all genders; words denoting persons include corporations and vice versa
- 1.4 Unless otherwise stated, a reference to a Clause or sub-clause or a Schedule is a reference to a Clause or a sub-clause of or a Schedule to this Agreement
- 1.5 Any reference to persons includes a reference to firms, corporations and unincorporated associations
- 1.6 Clause headings in this Agreement and in the Schedules are for ease of reference only and do not affect the construction of any provision

2. AGREEMENT FOR SALE

2.1 Subject to the terms and conditions of this Agreement, the Vendor shall sell as beneficial owner and the Purchaser shall purchase the Shares free from all liens, charges and encumbrances and with all rights attaching to them, with effect from Completion

2.2 The Vendor hereby waives any pre-emption rights he may have in relation to any of the Shares under the Articles of Association of the Company or otherwise

3. PURCHASE CONSIDERATION

3.1 The Purchase Consideration shall be satisfied within 30 days of Completion

4. COMPLETION

4.1 Completion shall take place on Completion when the transactions mentioned in Clause 4.2 shall take place

4.2 The Vendor shall deliver to the Purchaser or as it may direct the relevant duly executed stock transfer form and the relevant share certificate(s) in respect of the Shares

4.3 Within 30 days of completion of the matters referred to in Clause 4.2 the Purchaser shall deliver to the Vendor the Purchase Consideration

5. WARRANTIES BY THE VENDOR

5.1 The Vendor warrants to the Purchaser that the contents of Clauses 5.2 to 5.4 inclusive are true and accurate in all material respects at the date of this Agreement and at the time of Completion and completion of this Agreement is conditional upon such Warranties being true as at Completion

5.2 The information relating to the Vendor's holding contained in Schedule 1 is true and accurate in all respects

5.3 There is and at Completion will be no pledge, lien or other encumbrance on, over or affecting the Shares and there is and at Completion will be no agreement or arrangement to give or create any such encumbrance and no claim has been or will be made by any person to be entitled to any of the foregoing

5.4 The Vendor will be entitled to transfer the full legal and

beneficial ownership of the Shares to the Purchaser on the terms of this Agreement without the consent of any third party

- 5.5 The rights and remedies of the Purchaser in respect of any breach of the warranties contained in Clauses 5.2 to 5.4 shall not be affected by completion of this Agreement, by its rescinding, or failing to rescind this Agreement, or failing to exercise or delaying the exercise of any right or remedy or by any other event or matter whatsoever

6. GENERAL

- 6.1 This Agreement shall be binding upon each party's successors and assigns and personal representatives (as the case may be)
- 6.2 All expenses incurred by or on behalf of the parties shall be borne by the person incurring the same

7. NOTICES

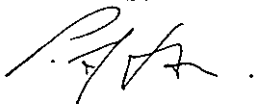
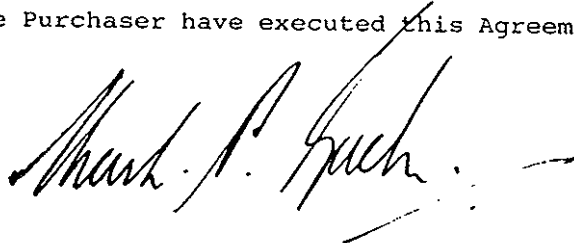
- 7.1 Any notice required to be given by any of the parties under this Agreement may be sent by post to the address of the addressee as set out in this Agreement or to such other address as the addressee may from time to time have notified for the purpose of this Clause. Communications sent by post shall be deemed to have been received forty-eight hours after posting
- 7.2 In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this Clause

8. GOVERNING LAW

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

IN WITNESS whereof the Vendor and the Purchaser have executed this Agreement the day and year appearing above

SIGNED and DELIVERED as his Deed
by the said CHARLES PETER GORDON
in the presence of:-




03\09500\07

PETER ALAN LUSTY
CHARTERED ACCOUNTANT
HAMPTON HOUSE
EAST BRISTOL
WEST SUSSEX

Executed as a Deed
and delivered by
CHARLES GORDON ASSOCIATES LIMITED
by:-



Director



Director/Secretary



SCHEDULE 1
Vendor's holdings

Vendor's Name and Address

Number of Ordinary Shares

Charles Peter Gordon
Woodruffs Farm House
Woodruffs Lane
Egden
Fittleworth
West Sussex RH20 1JX

652