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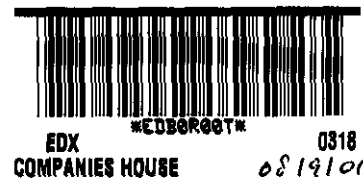
DATED 31 JULY 2001

2035067

- (1) THE PERSONS named herein
- (2) Ramsden's Business Services Limited
- (3) Ramsden Holdings Limited

AGREEMENT

For the transfer and issue of shares in
Ramsden's Business Services Limited and Ramsden Holdings Limited





THIS AGREEMENT is made on 31 July 2001

BETWEEN:

- (1) **THE PERSONS** whose names and addresses are set out in Schedule 1("the Shareholders")
- (2) **Ramsden's Business Services Limited** whose registered office is at 117 - 119 Cleethorpe Road, Grimsby ("RBS")
- (3) **Ramsden Holdings Limited** whose registered office is at 465 Cleethorpe Road, Grimsby ("RHL")

WHEREAS:

- (a) RBS (registered in England No. 1798179) is a private company with limited liability
- (b) RHL (registered in England No. 2035067) is a private limited company with limited liability
- (c) The Shareholders are the legal and beneficial owners of the entire issued share capital of ~~RBS~~ RBS and have the right power and authority to transfer all such issued share capital free from all claims charges liens encumbrances and equities whatsoever.
- (d) The Shareholders have agreed to transfer and RHL has agreed to accept the transfer of the above shares upon and subject to the consideration hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 In this Agreement the following expressions shall have the following meanings:

"Completion"	completion of the transfer allotment and issue hereby agreed in accordance with the terms and conditions of this Agreement.
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"Completion Date" the date hereof

"Consideration Shares" the 2 Ordinary Shares of £1 each in the capital of RHL to be allotted and issued fully paid up by RHL to the Shareholders in accordance with Clause 4.

"Shares" the 2 Ordinary Shares of £1 each in the capital of RBS.

- 1.2 References to Clauses Sub-Clauses and Schedules are unless otherwise stated to Clauses Sub-Clauses and Schedules of this Agreement.
- 1.3 References in this Agreement to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions.
- 1.4 Words importing the singular shall include the plural and vice versa words importing a gender shall include every gender and references to persons shall include bodies corporate or unincorporate.
- 1.5 The headings to the Clauses are for convenience only and shall not affect the construction of this Agreement.

2. REPRESENTATIONS

The Shareholders have represented to RHL that they are the legal and beneficial owners and the registered holders of the Shares fully paid up and have the right power and authority to transfer the Shares free from any claims charges liens encumbrances and equities.

3. TRANSFER OF SHARES

- 3.1 The Shareholders as beneficial owners shall transfer and RHL relying on the representations of the Shareholders contained or referred to in this Agreement shall accept the transfer with effect from the Completion Date of the Shares free from all claims charges liens encumbrances and equities and with all accrued benefits rights and privileges now attaching thereto and together with all dividends and distributions declared

paid or made in respect of any period after such date or declared paid or made after the date of this Agreement.

4. CONSIDERATION

The Consideration for the transfer to RHL of the Shares shall be the allotment and issue on Completion by RHL to the Shareholders of Consideration Shares, each such share being credited as fully paid up at par.

5. COMPLETION

Completion shall take place on the Completion Date at Southfield House, Louth

When all (but not part only) of the following business shall be transacted:

5.1 The Shareholders shall each deliver to RHL

5.1.1 Transfers in respect of the Shares duly completed and executed in favour of RHL

5.1.2 The share certificates in respect of the Shares.

5.2 The Shareholders shall cause the transfers mentioned in Clause 5.1.1 to be duly registered notwithstanding any provision to the contrary in the Articles of Association of RBS and procure the issue to RHL of new share certificates in respect of the Shares.

5.3 Against compliance with the foregoing provisions RHL shall deliver to the Shareholders share certificates in respect of the Consideration Shares in favour of the relevant Shareholders.

6 UNDERTAKINGS TO CARRY AGREEMENT INTO EFFECT

The Shareholders, RBS and RHL hereby undertake to each other that they will at all times execute such instruments and do such things or procure the execution or carrying out of such things as may be necessary or appropriate for the carrying into effect of the terms of this Agreement and shall be required to perfect the right title and interest of RHL and the Shareholders to and in the Shares and the Consideration Shares.

7 AGREEMENT TO REMAIN IN FORCE

This Agreement shall so far as any of its provisions remain to be or are capable of being performed or observed remain in full force and effect notwithstanding Completion.

8 ENTIRE AGREEMENT

This Agreement and any documents referred to herein set forth the entire agreement and understanding between the parties or any of them in connection with the share exchange provided for in this Agreement.

9 NOTICES

Subject to the express provisions of this Agreement any notice claim or demand given or required to be given under or in connection with this Agreement shall be deemed duly served if left at or sent by first class or registered or recorded delivery post to (in the case of the Shareholders) the last known home addresses of each of the Shareholders or (in the case of RHL or RBS) its registered office. Any notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or public holiday) next but one following the day of posting.

10 LAW AND JURISDICTION

10.1 This Agreement shall be governed by and interpreted in accordance with English Law.

10.2 The parties hereby submit to the exclusive jurisdiction of the High Court of Justice in England

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



..... D B RAMSDEN

31 July 2001



L J RAMSDEN

31 July 2001

Schedule 1

The Shareholders

Mr D B Ramsden
Southfield House
Kenwick Road
Louth
Lincs
LN11 8NP

Shareholding

2 £1.00 Ordinary Shares