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Dated 31st October 2008

- (1) Michael Spare and Yvonne Patricia Spare
- (2) SRM Mouldings Limited

Agreement for the sale and purchase of shares in SRM Trading Limited

We hereby certify this to be
a true copy of the original.

Schofield Sweeney
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5/11/08

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COMPANIES HOUSE

Agreement dated 31st October

2008

Parties

- (1) **Michael Spare and Yvonne Patricia Spare** both of Sysondale, Anslow Lane, Rolleston-on-Dove, Staffordshire DE13 9DS ('the Sellers')
- (2) **SRM Mouldings Limited** (registered in England & Wales under company number 2220849) whose registered office is at Station Road, Hatton Derbyshire DE65 5EL ('the Buyer')

Background

The Sellers have agreed to sell and the Buyer has agreed to purchase the Sale Shares (as defined below), such sale to be deemed to have taken effect from the Transfer Date (as defined below), on the following terms and conditions

Operative Provisions

1 Definitions

1.1 In this agreement

Acts means the Companies Act 1985 and the Companies Act 2006 (in so far as each is in force as at the date of this document)

Business Day means any day (excluding Saturdays and Sundays) on which banks are open for general business in London

Company means SRM Trading Limited a private company registered in England and Wales under company number 2943011 whose registered office is at Station Road, Hatton Derbyshire DE65 5EL with an issued share capital of 50,000 ordinary shares of £1 each, of which 13,050 are held by the Sellers as set out in Schedule 1

Completion means completion of this agreement by the performance by the parties of their respective obligations under clause 4

Consideration Shares means 2,000 ordinary shares of £1 each of the Buyer ranking equally in all respects with the existing issued ordinary shares of £1 each of the Buyer

Sale Shares means the 13,050 ordinary shares of £1 each in the Company, which shares are held by the Sellers in equal shares as set out in Schedule 1

Transfer Date means the opening of business on 1st November 2008

1.2 In addition to the terms defined in clause 1.1, certain other terms are defined elsewhere in this agreement (denoted by bold type) Each such term shall have the meaning stated for the purpose of the provision in which it is defined and where used elsewhere in this agreement

1.3 In this agreement unless the context otherwise requires

1.3.1 references to this agreement or any other document are to this agreement or that document as in force for the time being and as amended from time to time in accordance with this agreement or that document (as the case may be),

- 1 3 2 words importing a gender include every gender, references to the singular include the plural and vice versa and words denoting persons include individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa
- 1 4 In this agreement, unless the context otherwise requires
- 1 4 1 a reference to a statute or statutory provision includes a reference to any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made from time to time under that statute or provision, and
- 1 4 2 a reference to a statute, statutory provision or subordinate legislation (as so defined) includes a reference to that statute, provision or subordinate legislation as in force at the date of this agreement and as from time to time modified or consolidated, superseded, re-enacted or replaced
- 1 5 The headings and contents table in this agreement are for convenience only and do not affect its interpretation
- 1 6 In this agreement the words **other**, **includes**, **including** and **in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible
- 1 7 Terms used or defined in the Acts shall have the same meanings in this agreement unless the context otherwise requires provided that company (if not a reference to the Company) shall mean any body corporate wheresoever situate and howsoever incorporated and the other expressions in the Acts shall be construed accordingly. In the event of any inconsistency between a definition in the Companies Act 1985 and a definition in the Companies Act 2006, the definition in the Companies Act 2006 shall prevail
- 1 8 If any date referred to in these articles is not a Business Day, it shall be taken to be a reference to the next Business Day after that date

2 Sale

The Sellers shall sell, or procure to be sold, with full title guarantee, the Sale Shares and the Buyer shall purchase the Sale Shares, together with all rights and benefits attached or accruing to the Sale Shares on or after Completion

3 Consideration

The total consideration for the Sale Shares is the allotment and issue by the Buyer to the Sellers of the Consideration Shares credited as fully paid as set out in Schedule 1.

4 Completion

- 4 1 Completion shall take place immediately after the exchange of this agreement when

4 1 1 the Sellers shall deliver to the Buyer transfers in respect of the Sale Shares, duly executed by the registered holders, in favour of the Buyer, together with the relevant share certificates, and

4 1 2 the Buyer shall allot the Consideration Shares to the Sellers and deliver to the Sellers share certificates in the name of the Sellers in respect thereof as set out in Schedule 1

4 2 At Completion the Sellers will procure that a meeting of the board of directors of the Company is held, at which the transfers of shares specified in clause 4 1 are approved and, subject to stamping, the entry of the transferee in the relevant register of members as holder of such shares is approved. A copy of the board minutes of the same meeting shall be delivered to the Buyer

4 3 At Completion the Buyer shall deliver a copy of the minutes of a meeting of the board of directors of the Buyer authorising the execution by the Buyer of this agreement and all other documents ancillary to it or the transactions contemplated in this agreement, and appointing the relevant signatory or signatories to execute this agreement and any such other documents on its behalf

5 Post-Completion matters

5 1 Each Seller hereby declares that, for so long as he remains the registered holder of any of the Sale Shares after the date of this agreement, he will

5 1 1 hold such Shares and any dividends and other distributions of profits or surplus or other assets declared, paid or made in respect of them on or after the date of this agreement and all rights arising out of or in connection with them in trust for the Buyer and its successors in title, and

5 1 2 deal with and dispose of the Sale Shares and all such dividends, distributions and rights as are described in clause 5.1.1 only as the Buyer or any such successor may direct

5 2 Each Seller hereby irrevocably and unconditionally appoints the Buyer and any director of the Buyer for the time being acting severally as his lawful attorney (and to the complete exclusion of any rights that he may have in such regard) for the purpose of exercising any and all voting and other rights and receiving any and all benefits and entitlements which may now or at any time after the date of this agreement attach to or arise in respect of any of the Sale Shares and receiving notices of and attending and voting at all meetings of the members of the Company and generally executing or approving such deeds or documents and doing any such acts or things in relation to any of the Sale Shares as the attorney may think fit, in each case from the date of this agreement to the day on which the Buyer or its nominee is entered in the register of members as the holder of the Sale Shares. For such purpose, each Seller hereby authorises and instructs the Company to send all notices in respect of the Sale Shares to the Buyer during such period

6 Warranties

Each Seller warrants and represents to the Buyer that the Sellers are the sole beneficial and legal owner of the Sale Shares

7 Assignment and third party rights

7 1 Unless this agreement expressly states otherwise, no right or obligation arising under it (or any document entered into pursuant to or in connection with it) may be assigned,

transferred or otherwise disposed of, in whole or in part, without the prior written agreement of the parties

7 2 Notwithstanding clause 7 1, the benefit of this agreement (and/or any document entered into pursuant to or in connection with it) may be assigned, in whole or in part, at any time and on more than one occasion by the Buyer

7 3 If there is an assignment by a party as permitted by this clause 7 the amount of loss or damage recoverable by the assignee shall be calculated as if that person had been originally named as that party in this agreement and any assignee may enforce this clause 7 in accordance with the Contracts (Rights of Third Parties) Act 1999

7 4 A party shall immediately give the other party relevant details of any action taken by it in accordance with this clause 7

7 5 References in this agreement to a party shall, except where the context requires otherwise, include its successors in title and permitted assignees

7 6 Unless this agreement expressly states otherwise

7 6 1 a person who is not a party to this agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, and

7 6 2 if a person who is not a party to this agreement is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may rescind or vary this agreement (and any documents entered into pursuant to or in connection with it) without the consent of that person

8 Notices

8 1 All notices to be given to a party under this agreement shall be in writing in English and shall be delivered by hand or sent by first class prepaid post to its registered office. A party may change the details recorded for it in this clause by notice to the other in accordance with this clause 8

8 2 A notice shall be treated as having been received.

8 2 1 if delivered by hand between 9 00 am and 5 00 pm local time of the recipient on a Business Day (which time period is referred to in this clause 8 as **Business Hours**), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours,

8 2 2 if sent by first class post, at the start of Business Hours on the second Business Day after posting if posted on a Business Day and at the start of Business Hours on the third Business Day after posting if not posted on a Business Day

8 3 In proving that a notice has been given it shall be conclusive evidence to prove that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be)

8 4 e-mail or faxed notices are not valid for the purposes of this agreement

9 General

- 9 1 This agreement (together with all other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter
- 9 2 Each party shall do and execute, or arrange for the doing and executing of, any other act and document reasonably requested of it by the other party to implement and give full effect to the terms of this agreement
- 9 3 Neither Completion nor termination of this agreement for any reason shall affect any rights or liabilities that have accrued prior to Completion or termination (as the case may be) or the coming into force or continuance in force of any term that is expressly or by implication intended to come into or continue in force on or after Completion or termination
- 9 4 No variation of this agreement shall be effective unless it is in writing and is signed by or on behalf of each of the parties
- 9 5 This agreement may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument

10 Governing law and jurisdiction

- 10 1 This agreement is governed by and shall be interpreted in accordance with English law
- 10 2 Each party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters arising out of or in connection with this agreement

Executed as a deed by the parties or their duly authorised representatives on but not delivered until the date of this agreement

SCHEDULE 1
SHAREHOLDERS

(1)	(2)	(3)
<i>Names and addresses of Shareholders</i>	<i>Number of Sale Shares</i>	<i>Number Consideration Shares</i>
Michael Spare Sysondale Anslow Lane Rollestone-on-Dove Staffordshire DE13 9DS	6,525	1,000
Yvonne Patricia Spare Sysondale Anslow Lane Rollestone-on-Dove Staffordshire DE13 9DS	6,525	1,000
Total	13,050	2,000

Signed as a deed by **Michael Spare**
in the presence of

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)

M. Spare

Mica Nuonmela

Signature of witness

Name MICA NUONMELA

Address SUNFIELD SWEENEY SCULPTERS.

SPRINGFIELD HOUSE, 71 WILLINGTON STREET,
LEEDS, WEST YORKSHIRE LS1 3AY

Signed as a deed by **Yvonne Patricia Spare**
in the presence of

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Y Spare

Mica Nuonmela

Signature of witness

Name MICA NUONMELA

Address AS ABOVE

Executed (but not delivered until the date
hereof) as a deed by **SRM Mouldings
Limited** acting by a director in the
presence of

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)
)

M. Spare
director

Mica Nuonmela

Signature of witness

Name MICA NUONMELA

Address AS ABOVE