

DATED 9 December 1999

- (1) ALTONWOOD HOLDINGS LIMITED
- (2) BERNARD COLEMAN
- (3) ERNEST GUY LIBBY
- (4) RONALD GEOFFREY NOADES
- (5) 21ST CENTURY PROJECTS LIMITED

SHARE PURCHASE AGREEMENT

for the sale and purchase of the whole of the issued
share capital in **ALTONWOOD LIMITED**

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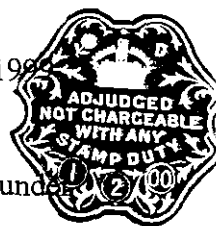
TITMUSS SAINER DECHERT
2 Serjeants' Inn,
London EC4Y 1LT



THIS SHARE PURCHASE AGREEMENT is made on

9th

day of December 1999



BETWEEN:-

- (1) **ALTONWOOD HOLDINGS LIMITED** registered in England under number 3594411, whose registered office is at FWP House, Bourne Court, Southend Road, Woodford Green, Essex IG8 8HD] ("**the Purchaser**"); and
- (2) **BERNARD COLEMAN** of 18 Burghley House, Oakfield, Somerset Road London SW19 5JB ("**Mr Coleman**");
- (3) **ERNEST GUY LIBBY** of Lake House, The Drive, Kingston-upon-Thames, Surrey ("**Mr Libby**");
- (4) **RONALD GEOFFREY NOADES** of St Malo, 7 Rose Walk, Purley, Surrey CR8 3LG ("**Mr Noades**"); and
- (5) **21ST CENTURY PROJECTS LIMITED** registered in England under number 01144349 whose registered office is at FWP House, Bourne Court, Southend Road, Woodford Green, Essex IG8 8HQ ("**21st Century Projects**") (Mr Coleman, Mr Libby, Mr Noades and 21st Century Projects together "**the Vendors**")

WHEREAS:

- (A) The Vendors are the beneficial owners of the entire issued share capital of Altonwood Limited ("**the Company**") in the proportions set out against their respective names in the Schedule.
- (B) The Vendors now wish to sell and the Purchaser wishes to acquire the Ordinary Shares on the terms set out in this agreement.

1 DEFINITIONS AND INTERPRETATIONS

- 1.1 In this agreement unless the context otherwise requires:-

"Agreed Form" means in a form agreed by and signed by or on behalf of the parties to this agreement;

"C Notes" means the £2,350,000 Unsecured Loan Notes 2005 to be issued to Mr Coleman;

"Completion" means the date upon which completion of the sale and purchase of the Ordinary Shares takes place pursuant to this agreement;

"Consideration" means the aggregate consideration for the Ordinary Shares as referred to in clause 3;

"Consideration Shares" means the ordinary shares in the Purchaser to be allotted and issued to Mr Noades and 21st Century Projects as referred to in clause 3;

"L Notes" means the £500,000 Unsecured Loan Notes 2005 to be issued to Mr Libby;

"Loan Note Instrument" means the instrument in the Agreed Form creating £2,850,000 Unsecured Loan Notes 2005 by the Purchaser in favour of Mr Coleman and Mr Libby;

"Ordinary Shares" means the whole of the issued and allotted ordinary share capital of the Company at Completion;

"Purchaser's Solicitors" means Titmuss Sainer Dechert of 2 Serjeants' Inn, London EC4Y 1LT;

1.2 In this agreement unless the context otherwise requires:-

1.2.1 any reference to a clause is a reference to a clause of this agreement;

1.2.2 any reference to a statute or statutory provision includes a reference to that provision as amended, re-enacted or replaced and any regulations or orders made under such provisions from time to time whether before or after the date of this agreement and any former statutory provision replaced (with or without modification) by the provision referred to;

1.2.3 any reference to the singular includes a reference to the plural and vice versa; and any reference to the masculine includes a reference to the feminine and vice versa.

2 SALE AND PURCHASE OF THE ORDINARY SHARES

2.1 The Vendors shall sell the Ordinary Shares in the proportions set against their respective names in the Schedule to the Purchaser and the Purchaser shall purchase the Ordinary Shares.

2.2 The Vendors shall sell the Ordinary Shares with full title guarantee free from all liens, charges, encumbrances and adverse claims (and whether or not the Vendors knew or could reasonably be expected to know about such matters) together with all rights now or hereafter attaching to them.

2.3 The Purchaser shall not be obliged to complete the purchase of some only of the Ordinary Shares unless the purchase of all the Ordinary Shares is completed simultaneously in accordance with the provisions of this agreement.

3 CONSIDERATION

3.1 The aggregate consideration for the Ordinary Shares shall be:

3.1.1 the allotment and issue of 89,799 Consideration Shares to Mr Noades;

3.1.2 the allotment and issue of 10,200 Consideration Shares to 21st Century Projects;

3.1.3 the sum of £2,500,000 to Mr Coleman which shall be payable as to £150,000 in cash at Completion and as to £2,350,000 in C Notes;

3.1.4 the sum of £875,762 to Mr Libby which shall be payable as to £375,762 in cash at Completion and as to £500,000 in L Notes.

4 COMPLETION

4.1 Completion shall take place at the offices of the Purchaser's Solicitors immediately after the exchange of this agreement when the parties shall comply with their respective obligations as set out in this clause.

4.2 On Completion, and subject to clause 4.3, the Vendors shall deliver to the Purchaser duly executed share transfers in respect of the Ordinary Shares to be purchased, together with the relevant share certificates or other documents of title.

4.3 On Completion, and subject to clause 4.2, the Purchaser shall:-

4.3.1 issue and allot the Consideration Shares to Mr Noades and 21st Century Projects and deliver definitive share certificates ;

4.3.2 procure there to be paid to Mr Coleman the sum of £150,000 in cash such sum to be paid by CHAPS transfer and deliver to Mr Coleman a loan note certificate in respect of the C Notes; and

- 4.3.3 procure there to be paid to Mr Libby the sum of £375,762 in cash such sum to be paid by CHAPS transfer and deliver to Mr Libby a loan note certificate in respect of the L Notes.

5 COMMUNICATIONS

- 5.1 All communications between the parties with respect to this agreement shall be in writing and delivered by hand or sent by pre-paid post, or facsimile telecopier ("**fax**") to the address of the addressee as set out in this agreement, or to such other address or fax number in England as the addressee may from time to time have notified for the purposes of this clause.
- 5.2 Communications shall be deemed to have been received:-
- 5.2.1 if delivered by hand, on the day of delivery;
- 5.2.2 if sent by first class post, two business days after posting exclusive of the day of posting;
- 5.2.3 if sent by fax at the time of transmission or, if the time of transmission is not during the addressee's normal business hours, at 9.30 a.m. on the next business day;
- 5.3 In proving service:-
- 5.3.1 by delivery by hand, it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee;
- 5.3.2 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; and
- 5.3.3 by fax it shall be necessary only for the communication or a confirmatory letter to have been delivered by hand or sent by first class post on the same day but failure of the addressee to receive such confirmation shall not invalidate the relevant communication deemed given by fax.

6 COUNTERPARTS

This agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which, when executed and delivered shall be an original but all the counterparts together shall constitute one and the same instrument.

7 GENERAL

- 7.1 This agreement together with any other documents which this agreement expressly requires shall be signed and shall constitute the entire understanding and agreement between the parties to it in relation to the subject matter of this agreement.
- 7.2 Any variation of this agreement shall be binding only if it is recorded in a document signed by or on behalf of the parties to this agreement.

8. GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed by the Law of England and the parties submit to the exclusive jurisdiction of the English Courts in London.

THE SCHEDULE

The Vendors

	Holding of Ordinary Shares	Consideration for Ordinary Shares
Ronald Geoffrey Noades	27024	89,799 Consideration Shares
21st Century Projects Limited	3072	10,200 Consideration Shares
Bernard Coleman	17663	£150,000 in cash at Completion and £2,350,000 in C Notes
Ernest Guy Libby	6541	£375,762 in cash at Completion and £500,000 in L Notes

Signed as a deed and delivered by)
ALTONWOOD HOLDINGS)
LIMITED acting by)

Director

Secretary

Signed as a deed by)
BERNARD COLEMAN in the)
presence of)

Signed as a deed by)
ERNEST GUY LIBBY in the)
presence of)

Signed as a deed by)
RONALD GEOFFREY)
NOADES in the)
presence of)

ALTONWOOD FOOT
58 DODD'S LAKE RD. BELGATE
SURREY RH2.0RY
ACCOUNTANTS

Signed as a deed and delivered by)
21ST CENTURY PROJECTS)
LIMITED acting by)

Director

Secretary

