

Dated 13 September 2000

**CRAEGMOOR GROUP LIMITED (1)**

**- and -**

**CRAEGMOOR HEALTHCARE COMPANY LIMITED (2)**

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**SHARE ACQUISITION AGREEMENT  
relating to the shares of Craegmoor  
Holdings Limited held by CRAEGMOOR  
GROUP LIMITED**

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**Barlow Lyde & Gilbert**

Beaufort House 15 St Botolph Street London EC3A 7NJ Telephone +44 [0] 20 7247 2277 Fax +44 [0] 20 7643 8500  
Website [www.blg.co.uk](http://www.blg.co.uk) DX 155 London CDE

THIS AGREEMENT is made on 13 September 2000



**BETWEEN**

- (1) **CRAEGMOOR GROUP LIMITED** a company incorporated in England with registered number 2825572 whose registered office is at "Hillcairnie", St Andrews Road, Droitwich, Worcestershire, WR9 8DJ ("the Vendor"); and
- (2) **CRAEGMOOR HEALTHCARE COMPANY LIMITED** a company incorporated in England with registered number 3830455 whose registered office is at "Hillcairnie" as aforesaid ("the Purchaser").

**WHEREAS:-**

- (A) The Vendor is the beneficial owner of the entire issued share capital of Craegmoor Holdings Limited ("the Shares") held by the Vendor.
- (B) The Purchaser is a wholly owned subsidiary of the Vendor.

**IT IS AGREED** as follows:-

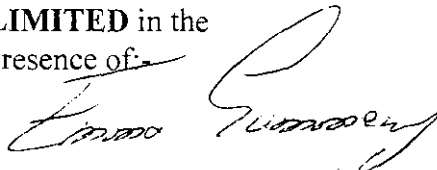
1. The Vendor as beneficial owner shall sell and the Purchaser shall purchase the Shares.
2. The consideration for the purchase of the Shares shall be the allotment and issue to the Vendor of 79 Ordinary Shares of £1 each in the capital of the Purchaser, credited as fully paid (the "Consideration Shares").
3. Completion of the sale of the Shares shall take place forthwith following the signature of this Agreement, whereupon:-
  - 3.1. the Vendor shall deliver to the Purchaser a duly executed transfer of the Shares by the Vendor as registered holder in favour of the Purchaser or as it may direct accompanied by the relevant share certificate in respect of the Shares and any additional documentation necessary to establish the Vendor's title to the Shares and to authorise the executions of such transfers; and
  - 3.2. the Purchaser shall issue and allot to the Vendor the Consideration Shares in satisfaction of the consideration and shall deliver to the Vendor a share certificate in respect of such allotment.
4. The Vendor shall, and shall use its best endeavours to procure that any third party shall, do, execute, perform and deliver to the Purchaser all such further deeds, documents, assurances, acts and things as the Purchaser shall reasonably require for the purpose of vesting in the Purchaser the full benefit of the Shares.
5. This Agreement shall be governed by and construed in accordance with the laws of England, and the parties hereto irrevocably submit to the non-exclusive

jurisdiction of the English Courts as regards any claim, dispute or matter arising out of or relating to this Agreement or any of the documents to be executed pursuant to this Agreement.

This Agreement has been duly executed by the parties on the date stated above.

SIGNED by )  
for and on behalf of )  
**CRAEGMOOR GROUP** )  
**LIMITED** in the )  
presence of: )

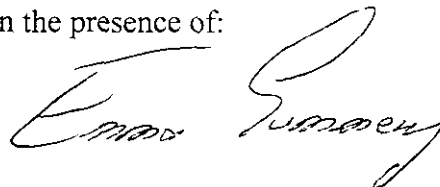
M.G. Plutsky



EMMA GUMMERAY  
FINANCIAL CONTROLLER  
97 BRIDE STREET  
DROITWICH, WORCS.

SIGNED by )  
for and on behalf of )  
**CRAEGMOOR HEALTHCARE** )  
**COMPANY LIMITED** )  
in the presence of: )

M.G. Plutsky



EMMA GUMMERAY  
FINANCIAL CONTROLLER  
97 BRIDE STREET  
DROITWICH  
WORCS.