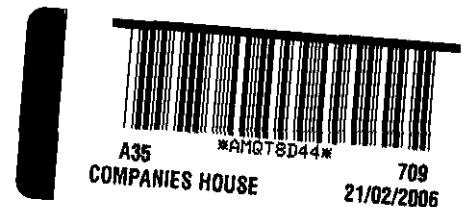


4446735

DATED *15th February* 2006

- (1) DP & K HOLDCO LIMITED (in liquidation)
acting by its liquidator Roy Welsby of Grant Thornton UK LLP
- (2) NEW DEMIPOWER LIMITED &
NEW KELD LIMITED as buyers

SALE AGREEMENT
PURSUANT TO
SECTION 110 OF THE
INSOLVENCY ACT
1986



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REF: RJH/723418.46

THIS AGREEMENT is made on *15th February* 2006 **BETWEEN**

- (1) **DP & K HOLDCO LIMITED** (in liquidation) a company incorporated in England and Wales under registered number 4446710 whose registered office is at Minerva House, 5 Montague Close, London SE1 9BB ("Seller") acting by its liquidator Roy Welsby of Grant Thornton UK LLP, 1 Westminster Way, Oxford, OX2 0PZ (the "Liquidator");
- (2) **NEW DEMIPOWER LIMITED** a company incorporated in England and Wales under registered number 4446735 whose registered office is at Jubilee House, 7-9 The Oaks, Ruislip, Middlesex, HA4 7LF ("NDPL"); and
- (3) **NEW KELD LIMITED** a company incorporated in England and Wales under registered number 4446744 whose registered office is at Jubilee House, 7-9 The Oaks, Ruislip, Middlesex, HA4 7LF ("NKL").

WHEREAS:

- (A) Demipower Limited is a private company limited by shares registered in England with company number 2341655 ("Demipower") having an issued share capital of 100 ordinary shares of £1 each all of which are fully paid or credited as fully paid (the "DP Shares").
- (B) Keld Limited is a private company limited by shares registered in England with company number 3331232 ("Keld") having an issued share capital of 1 ordinary share of £1 which is fully paid (the "K Share").
- (C) Following the sale to Seller by Amir Janmohamed of the entire issued share capital of Demipower, Seller is the beneficial owner of all of the DP Shares.
- (D) Following the in specie distribution by DP to its parent company, Seller, of the entire issued share capital of Keld, Seller is the beneficial owner of the K Share.
- (E) Demipower is the beneficial owner of the entire issued share capital of Demipower 1991 Limited a private company limited by shares registered in England with company number 2661132 ("DP Subsidiary").
- (F) Seller is in members voluntary winding-up and Roy Welsby of Grant Thornton UK LLP, 1 Westminster Way, Oxford, OX2 0PZ has been appointed as the liquidator of Seller for the purpose of the members voluntary winding-up (the "Liquidator").
- (G) The registered member of Seller is Amir Janmohamed who holds 100 ordinary shares of £1 each in the capital of Seller.
- (H) On *15th February* 2006 pursuant to and in accordance with Section 110 of the Insolvency Act 1986 all the members of Seller adopted a special resolution authorising the Liquidator to:

- (i) sell all of the DP Shares to NDPL in consideration for the issue of 99 additional irredeemable ordinary shares of £1 in the capital of NDPL (the "New DP Shares"); and
 - (ii) sell the K Share to NKL in consideration for the for the issue of 1 additional irredeemable ordinary share of £1 in the capital of NKL (the "New K Share"); and to
 - (iii) distribute the New DP Shares and the New K Share to the single member of Seller.
- (I) NDPL wishes to purchase all of the DP Shares and NKL wishes to purchase the K Share in each case on the terms set out in this Agreement.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (unless the context requires otherwise), the following words shall have the following meanings:

"Completion"	Completion of the sale and purchase of the Shares in accordance with Clause 4;
"Encumbrance"	any mortgage, charge, pledge, lien, assignment, option, restriction, claim, right of pre-emption, right of first refusal, third party right or interest, other encumbrance or security interest of any kind, or other preferential arrangement having similar effect;

- 1.2 In this Agreement, unless the context requires otherwise:

- 1.2.1 any reference to a Recital, Clause or Schedule is a reference to the relevant recital, clause or schedule of or to this Agreement;
- 1.2.2 the index and Clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.3 use of the singular includes the plural and vice versa;
- 1.2.4 use of any gender includes the other genders;
- 1.2.5 references to Clauses and Schedules are to clauses of and Schedules to this Agreement, and references to paragraphs are to paragraphs in the Schedule in which such references appear; and

- 1.2.6 the Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.

2. SALE AND PURCHASE

- 2.1 Seller sells such right, title and interest as the company has, and NDPL buys the DP Shares free of any Encumbrance and with all rights attached or accruing to them at or after the date of this Agreement.
- 2.2 Seller sells such right, title and interest as the company has, and NKL buys the K Share free of any Encumbrance and with all rights attached or accruing to it at or after the date of this Agreement

3. CONSIDERATION

- 3.1 The consideration for the sale of the DP Shares shall be the issue of 99 irredeemable New DP Shares (credited as fully paid).
- 3.2 The consideration for the sale of the K Share shall be the issue of 1 irredeemable New K Share (credited as fully paid).

4. COMPLETION

- 4.1 Completion will take place immediately after the signing of this Agreement.
- 4.2 At Completion, Seller will produce and deliver to NDPL and NKL respectively:
- 4.2.1 executed transfers of the DP Shares and the K Share in favour of NDPL and NKL respectively together with the relevant share certificates for cancellation;
 - 4.2.2 the certificate of incorporation, any certificate(s) of incorporation on change of name, the common seal and the statutory books and registers (which will be written up to but not including Completion) of Demipower, the wholly-owned subsidiary of Demipower, Demipower 1991 Limited (English Company Number 2661132) ("Demipower 1991") and Keld; and
 - 4.2.3 all deeds, documents, papers, books, records, keys, cheque books, credit cards and other property (if any) of Demipower, Demipower 1991 and Keld which are in the possession or under the control of Seller.
- 4.3 Seller will procure that duly convened board meetings of each of Demipower, and Keld are held at which the transfers referred to in Clause 4.2.1 are approved (subject to stamping if not previously stamped) for registration in the books of the relevant company;

- 4.4 NDPL and NKL will, having passed all necessary resolutions, each issue the New DP Shares and the New K Share in accordance with Clause 3.

5. INDEMNITY

- 5.1 NDPL and NKL hereby jointly and severally undertake and agree to indemnify and keep indemnified the Liquidator against all debts, liabilities and obligations of Seller including the costs and expenses of and incidental to winding-up Seller which debts liabilities obligations and costs shall be paid as between themselves in equal shares by NDPL and NKL (but without prejudice to their joint and several liability to the Liquidator). NDPL and NKL shall further jointly and severally indemnify and keep indemnified the Liquidator and Seller against all actions claims and demands whatsoever in respect of the debts costs claims liabilities acts matters or things due made done or omitted or to become due or to be made done or omitted by the Liquidator or Seller in implementing the provisions of this agreement.

6. ASSIGNMENT

- 6.1 This Agreement will be binding and enure for the benefit of successors in title of each of the parties and references to the parties will be construed accordingly.

7. GENERAL

- 7.1 Unless otherwise provided, any outstanding obligation contained in this Agreement will remain in force notwithstanding Completion.
- 7.2 No failure of the party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement will operate as a waiver of such right, power or remedy nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of such right, power or remedy or the exercise of any other rights, powers or remedies (whether provided by law or otherwise). No waiver of any breach of this Agreement shall be deemed to be a waiver of any subsequent breach.

8. GOVERNING LAW AND JURISDICTION

- 8.1 This Agreement and the documents to be entered into pursuant to it shall be governed by and construed in accordance with English law.
- 8.2 The parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and the documents to be entered into pursuant to it.

9. **COUNTERPARTS**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

SIGNED by ROY WELSBY)
as liquidator of)
DP&K HOLDCO LIMITED)
in the presence of:)



Witness signature:

Name:

Address:

Occupation:

BW Maidment
BW MAIDMENT
8 East View Road, Wargrave, Berkshire
Chartered Accountant

SIGNED by Amir Janmohamed)
duly authorised for and on behalf of)
NEW DEMPOWER LIMITED)
in the presence of:

Amir Janmohamed

Witness signature:

Name:

Address:

Occupation:

Nicholas Rockett
N. A. ROCKETT
16 RICHMANSWORTH ROAD, NORTHERTON, HIPPERSOX HA6 1HA.
Accountant.

SIGNED by Amir Janmohamed)
duly authorised for and on behalf of)
NEW KELD LIMITED)
in the presence of:

Amir Janmohamed

Witness signature:

Name:

Address:

Occupation:

Nicholas Rockett
N. A. ROCKETT
16 RICHMANSWORTH ROAD, NORTHERTON, HIPPERSOX HA6 1HA.
Accountant.