

4242828

Software

GOVER GROUP LIMITED (2)

A black and white photograph showing a dense, textured surface, possibly a wall or a large piece of fabric. The texture is composed of many vertical, slightly irregular lines or ridges, creating a complex, almost woven appearance. At the top of the image, there is a dark, solid horizontal bar that spans the width of the frame. The lighting is somewhat uneven, with the top of the texture appearing slightly darker than the bottom, which has more highlights. The overall effect is one of depth and tactile quality.

0284
17 19/04

Tax & Legal Consultancy Ltd.
Devonshire House,
60 Goswell Road,
London EC1M 7AD
Reference: PC/G7392/GB
Tel No: 020 7566 3661
Fax No: 020 7566 4010

THIS AGREEMENT is made the 28 day of June 2004
BETWEEN:

- (1) BERNARD DENNIS GOVER of Fairfax House, Church Street, Sibbertoft, Market Harborough, Leicestershire LE16 9UA. ("the Seller").
- (2) GOVER GROUP LIMITED ("the Buyer") a company incorporated in England and Wales under No 4842828 whose registered office is at Fairfax House, Church Street, Sibbertoft, Market Harborough, Leicestershire LE16 9UA.

WHEREAS:

- (A) The Seller is the legal and beneficial owner of the number of Ordinary Shares of £1 each in the share capital of each of the companies listed in the Schedule to this Agreement ("the Companies") as is set against his name in the Schedule.
- (B) The Buyer has an authorised share capital of £3,000,000 divided into 3,000,000 Ordinary Shares of £1 each of which one Ordinary Share of £1 each is issued and fully paid or credited as fully paid.
- (C) The Buyer as the sole member and owner of the issued shares in each of the Companies has agreed to acquire from the Seller all of his shares in the Companies upon the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:-

1. a) Subject to the terms and conditions of this Agreement the Buyer shall buy and the Seller shall exchange all the Shares for the Share Consideration.
- b) The following expressions shall have the following meanings:-
"the Shares" shall mean all the issued Ordinary Shares of £1 each in the Companies which are fully paid or credited as fully paid and legally and beneficially owned by and registered in the names of the Seller.
"the Share Consideration" shall mean the issue to the Seller credited as fully paid of one Ordinary Share of £1 each in the capital of the Buyer for every one Ordinary Share registered in the name of the Seller in the capital of the Companies.

2. Completion shall take place as soon as practicable after the entering into of this Agreement when the following transactions shall take place:-
- a) the Seller shall deliver to the Buyer duly completed and signed transfers in favour of the Buyer of the Shares together with the relevant share certificates;
 - b) A board meeting of each of the Companies shall be held at which the transfers shall be approved and (subject to adjudication) the name of the Buyer shall be resolved to be entered in the Register of Members of each of the Companies in respect of the Shares.
 - c) A board meeting of the Buyer shall be held at which the Buyer shall allot and issue the Share Consideration to the Seller.
3. The Seller hereby warrants that he is the beneficial owner of the Shares free of all liens charges and encumbrances and that the Buyer shall be entitled to receive all dividends and other distributions in respect of the Shares declared or paid on or after the date of this Agreement.
4. The Buyer hereby acknowledges that no warranty or representation has been or is being made by the Seller as to the financial or net asset position of the Companies or as to the profitability of the Companies.
5. Communications
- a) All communications between the parties in respect of this Agreement shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or to such other address as the addressee may from time to time have notified for the purposes of this Agreement.
 - b) In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause.

AS WITNESS this Agreement has been entered into the day and year first before written.

THE SCHEDULE

Name of Company	Company No:	No. of Ordinary Shares of £1 each registered in the name of Bernard Dennis Gover	Issued Share Capital	Authorised Capital	Share	Registered Office
Pretty 333 Ltd.	3258429	1,057,910	£1,057,910	£2,000,000		Fairfax House, Church Street, Sibbertoft, Market Harborough, Leicestershire.
Hadene Engineering Ltd.	2030835	600,000	£600,000	£1,000,000		Fairfax House, Church Street, Sibbertoft, Market Harborough, Leicestershire.
Bernard Gover Bloodstock Trading Ltd.	3204537	518,888	£518,888	£1,000,000		Fairfax House, Church Street, Sibbertoft, Market Harborough, Leicestershire.

SIGNED by the said BERNARD
DENNIS GOVER in the presence of

)

)



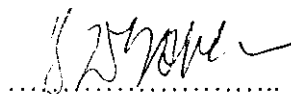
Car Director
CARVIN BIRCHALL
60 COWLEY ROAD
LONDON E4N 7AD

SIGNED by Bernard Dennis Gover and)

Ann Louise Gover)

as authorised signatories for and on behalf of)

GOVER GROUP LIMITED)



Director



Director