

5715862 .

**DATED** 3 July **2008**

**NASER MICHEL FOUAD AND HALA ELNARSHY FOUAD**

and

**ST GEORGE ULTIMATE CARE LIMITED**

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**SHARE EXCHANGE AGREEMENT**

relating to the acquisition of  
St George Care UK Limited

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**WE CERTIFY THIS TO BE  
A TRUE COPY OF THE  
ORIGINAL**

*[Signature]*

**KUIT STEINART LEVY LLP  
SOLICITORS MANCHESTER  
DATED: 8/7/08**

Kuit Steinart Levy LLP  
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Manchester  
M3 2RD  
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Ref KP/STG3 4  
11 June 2008





**THIS AGREEMENT** is made the 3<sup>rd</sup> day of July 2008

**BETWEEN:**

- (1) **THOSE PERSONS** whose names and addresses are set out in column (1) of the Schedule (together "the Transferors"), and
- (2) **ST GEORGE ULTIMATE CARE LIMITED** (Company No 5715862) whose registered office is at 10 Westbourne Drive, Wilmslow, Cheshire SK9 2GY ("the Transferee")

**WHEREAS**

- (A) The Transferors are the registered holders of the number of ordinary shares of £1 each in the Company (as defined below) specified against each of their names in column (2) of the Schedule
- (B) The Transferee was incorporated on 20 February 2006 under the Companies Act 1985 and currently has an authorised share capital of £200 divided into 200 ordinary shares of £1 each of which 100 ordinary shares of £1 each have been issued and are fully paid
- (C) It has been agreed that the Transferors will sell and the Transferee will purchase the entire issued A Ordinary Shares in the capital of the Company (as defined below) on the terms of this Agreement

**NOW IT IS AGREED** as follows -

**1 Interpretation**

- 1.1 In this Agreement the following definitions shall have the following meanings unless the context otherwise requires

"Company"	St George Care UK Limited (Company No 6510766) whose registered office is at St Mary's Hospital, Floyd Drive, Warrington WA2 8DB,
["Consideration Shares"]	the 98 ordinary shares of £1 each in the Transferee to be issued at a premium of £53,855.22 per share to the Transferees as specified in column (3) of the Schedule,
"Exchange of Shares"	the exchange of the Sale Shares for the Consideration Shares under clause 2.1 of this Agreement,
"Sale Shares"	the 2,400,000 issued A Ordinary Shares of £1 each in the Company owned by the Transferors as specified in column (2) of the Schedule and comprising the entire issued A Ordinary share capital of the Company

1 2 In this Agreement, except where the context otherwise requires, words denoting the singular include the plural and vice versa

1 3 Clause headings in the Agreement are for ease of reference only

## 2 **Exchange of Shares**

2 1 The Transferors hereby agree to sell their respective holdings of the Sale Shares with full title guarantee to the Transferee in consideration for which the Transferee hereby agrees to issue and allot the Consideration Shares to the Transferors credited as fully paid up at a premium of £53,855 22 per share as specified in column (3) of the Schedule

2 2 The Exchange of Shares is with effect from today The right of allotment of the Consideration Shares to the Transferors shall not be capable of renunciation in any way and the Consideration Shares shall rank pari passu with the existing issued ordinary shares of £1 each in the capital of the Transferee in all respects

## 3 **Completion**

3 1 The Exchange of Shares shall be completed on today's date when the following shall take place -

3 1 1 the Transferors shall each deliver to the Transferee stock transfer forms for the Sale Shares duly executed by the relevant Transferor together with the share certificates representing the same (if any), and

3 1 2 the Transferee shall issue and allot the Consideration Shares, credited as fully paid at a premium of £53,855 22 per share to each of the Transferors as specified out in column (3) of the Schedule and shall cause the names of the Transferors to be entered in its Register of Members in respect of the Consideration Shares and procure the issue and delivery to the Transferors of share certificates relating thereto

3 2 The Transferee shall procure that this Agreement and a return of allotments for the issue and allotment of the Consideration Shares is filed with the Registrar of Companies

## 4 **Warranties**

4 1 The Transferors hereby jointly and severally warrant to the Transferee that

4 1 1 they are the beneficial and legal owners of the Sale Shares,

4 1 2 they have the right, power and authority to enter into and to perform this Agreement and to transfer the Sale Shares free from all liens, claims, encumbrances and equities and with full title guarantee,

4 1 3 the Sale Shares have been issued in proper legal form and are fully paid or are credited as fully paid, and

4.1.4 the Sale Shares constitute the whole of the issued A ordinary share capital of the Company

4.2 The warranties provided by the Transferors under clause 4.1 shall continue to have full force and effect notwithstanding completion of the Exchange of Shares

## **5 General**

5.1 The Transferors and the Transferee shall procure that such resolutions of the Company and the Transferee and of their respective boards of directors shall be passed as may be necessary or appropriate to implement the terms of this Agreement

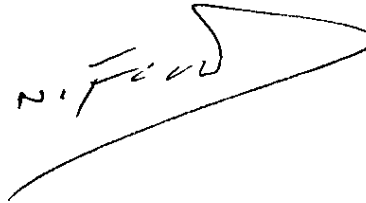
5.2 This Agreement shall be governed by and construed in accordance with English law

**IN WITNESS** of which this Agreement has been executed as a Deed but not delivered until the day and year first above written

## SCHEDULE

<b>Name and address of Transferor</b>	<b>Number of Sale Shares</b>	<b>Number of Consideration Shares</b>
Naser Michael Fouad 10 Westbourne Drive, Wilmslow, Cheshire SK9 2GY	1,200,000	50
Hala Elnarshy Fouad 10 Westbourne Drive, Wilmslow, Cheshire SK9 2GY	1,200,000	50
<b>Total</b>	<b>2,400,000</b>	<b>100</b>

**SIGNED as a DEED** )  
by **NASER MICHEL FOUAD** )  
in the presence of )



Witness Signature *Kim Haish*

Witness Name *KIM HAISH*

Witness Address *127 VINCENT CLOSE, OLD HALL, WARRINGTON*

Witness Occupation *PA*

**SIGNED as a DEED** )  
by **HALA ELNARSHY FOUAD** )  
in the presence of )



Witness Signature *Kim Haish*

Witness Name *KIM HAISH*

Witness Address *127 VINCENT CLOSE, OLD HALL, WARRINGTON*

Witness Occupation *PA*

**SIGNED as a DEED** )  
for and on behalf of )  
**ST GEORGE ULTIMATE** )  
**CARE LIMITED** )  
acting by one director in the presence) of )

  
Director's Signature

Director's Name *DR NASER MICHEL FOUAD*

Witness Signature *Kim Haish*

Witness Name *KIM HAISH*

Witness Address *127 VINCENT CLOSE, OLD HALL, WARRINGTON*

Witness Occupation *PA*