

WE CERTIFY THIS TO BE A REDACTED EXTRACT
OF THE ORIGINAL AGREEMENT REFERRED TO
ON THE ATTACHED FORM 85(2)

5982888

SIGNED: CORRELLS LLP

DATED: 9/1/2007

1.2.10 any reference to an agreement includes any form of arrangement, whether or not in writing and whether or not legally binding; and

1.2.11 any reference to an individual includes a reference to his personal representatives, on whom this Agreement shall be binding.

1.3 The schedules and recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement, and any reference to this Agreement includes the schedules and recitals.

1.4 Any undertaking by a party not to do any act or thing includes an undertaking not to allow, cause or assist the doing of that act or thing and to exercise all rights of control over the affairs of any other person which that party is able to exercise (directly or indirectly) in order to secure performance of that undertaking.

2. AGREEMENT FOR SALE

2.1 At Completion, each Seller shall sell and the Buyer shall buy those Shares set against that Seller's name in column (B) of schedule 1 free from all Encumbrances. The Shares shall be sold with all rights attaching to them at Completion or subsequently, including the rights to receive all dividends and other distributions declared, paid or made after Completion.

2.2 Each Seller:

2.2.1 covenants that he has the right to sell the Shares set against that Seller's name in column (B) of schedule 1 on the terms of this Agreement; and

2.2.2 waives all rights of pre-emption over any of the Shares, whether conferred by the articles of association of the Company or in any other way.

3. CONSIDERATION

3.1 The aggregate purchase price for the Shares shall be the sum of £ [REDACTED] adjusted in accordance with clause 6.

3.2 Subject to the provisions of clause 6, the aggregate purchase price for the Shares will be payable as to:

3.2.1 the issue of £ [REDACTED] Loan Stock to certain Sellers on Completion in the proportions set against their names in column D of schedule 1;

3.2.2 the issue of 891,381 Consideration Shares to certain Sellers on Completion in the proportions set against their names in column E of schedule 1; and

3.2.3 the payment of [REDACTED] in cash to certain Sellers on Completion in the proportions set against their names in column C of schedule 1.

SCHEDULE 1

Sellers' Shareholdings and Entitlements

(A)	(B)	(C)	(D)	(E)	(F)
Name and address of Seller	Number and class of Shares to be sold	Cash Consideration (£)	Loan Stock Nominal amount (£)	Consideration Shares	Retention Proportions %
John E Dillon 15 Gisborne Close, Yoxall, Burton on Trent, DE13 8NU	800 B ordinary	[REDACTED]	-	-	[REDACTED]
Patricia Dillon 15 Gisborne Close, Yoxall, Burton on Trent, DE13 8NU	800 B ordinary	[REDACTED]	-	-	[REDACTED]
John W Dillon Gorsey Hill Farm' Bar Lane, Barton under Needwood, Staffordshire, DE13 8AJ	8,400 B ordinary	[REDACTED]	[REDACTED]	245,498	[REDACTED]
Paul Dillon Belmont Cottage, Bar Lane, Barton under Needwood, Burton on Trent Staffordshire, DE13 8AL	8,400 B ordinary	[REDACTED]	[REDACTED]	245,488	[REDACTED]
Mark Dillon 14 Hereford Way, Fazeley, Tamworth,	8,400 B ordinary	[REDACTED]	[REDACTED]	245,498	[REDACTED]

Staffordshire, B78 3XT

Kim Shears
16 Peel Close, Drayton
Basset, Tamworth,
Staffordshire, B78 3UE

5,300 A ordinary

[REDACTED]

154,897

[REDACTED]

Barry Cooke
3 Broome Close, Kings
Bromley, Burton on
Trent, Staffordshire,
DE13 7JR

825 B ordinary

[REDACTED]

[REDACTED]

TOTAL

32,925

[REDACTED]

[REDACTED]

891,390

[REDACTED]