OF THE CAIGINAL AGREMENT REFERRED TO

5982888

ON THE ATTACHED FORM 85(2)

SIGNED: COUNTY 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 £ 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 £ 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 the proportions set against their names in column C of schedule 1.



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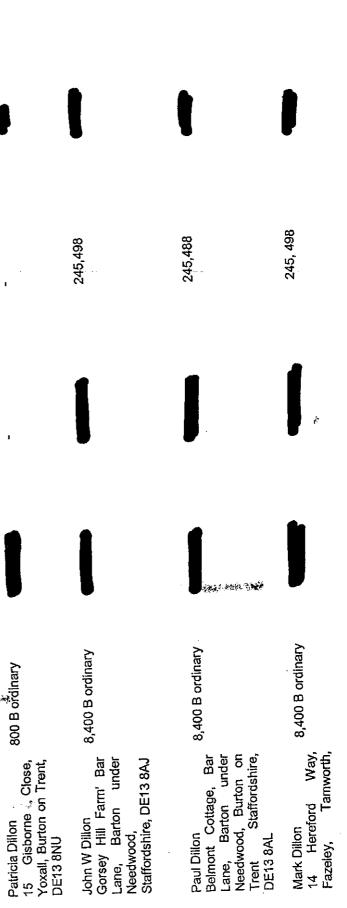
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Sellers' Shareholdings and Entitlements

(F)	Consideration Shares Retention Proportions %	ļ.	•
(E)	Consideration Shares		
(a)	Loan Stock	Nominal amount (£)	1
(0)	Cash Consideration	(£)	1
(B)	Number and class of	Shares to be sold	800 B ordinary
(4)	Name and address of	Seller	John E Dillon 15 Gisborne Close,

800 B ordinary

Yoxall, Burton on Trent, DE13 8NU



Staffordshire, B78 3XT

Kim Shears 5,300 A ordinary 16 Peel Close, Drayton Bassett, Tarrworth, Staffordshire, B78 3UE

154,897

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

32,925

TOTAL

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891,390

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