

DATED

15 August

2008

6297789

(1) PETER JOHN WINKELMAN

AND

(2) INTER MK GROUP LIMITED

SHARE FOR SHARE AGREEMENT

TUESDAY



RZABR2SW

RM

02/09/2008

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COMPANIES HOUSE

emw law llp

Seebeck House
One Seebeck Place
Knowlhill
Milton Keynes
MK5 8FR

I hereby certify that this copy is a true copy
of the original document which I have seen
Signed Nick Lloyd

Name Nick Lloyd
Solicitor

emw law llp
seebeck house, one seebeck place
knowlhill, milton keynes mk5 8fr
Tel 0845 070 6000

Date 09/09/08

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THIS AGREEMENT IS MADE THE 15th DAY OF August 2008

BETWEEN:

- (1) PETER JOHN WINKELMAN of The Manor House, Great Linford, Milton Keynes, Buckinghamshire, MK14 5AX ("the Seller"); and
- (2) INTER MK GROUP LIMITED (registered number: 6297789) whose registered office is at Seebeck House, One Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FR ("the Purchaser").

RECITALS:

- (A) The Seller is the registered owner of shares in the Target Company (as defined below).
- (B) The Seller has agreed to sell the shares held by him in the Target Company to the Purchaser in exchange for the allotment of shares in the Purchaser in accordance with the provisions of this Agreement.

IT IS AGREED THAT:

1 DEFINITIONS

- 1.1 In this Agreement and the Schedule to it the following words and expressions shall have the following meanings unless inconsistent with the context:
- 1.2 "**Consideration Shares**" means 999 Ordinary Shares of £1.00 each in the capital of the Purchaser
- 1.3 "**Encumbrance**" means any mortgage, charge (whether fixed or floating), lien, option, right of pre-emption or any other form of security interest or any obligation (including any conditional obligation) to create any of the same
- 1.4 "**Target Company**" means Inter M.K. Limited (registered number 3795536) whose registered office is at Seckloe House, 101 North 13th Street, Milton Keynes, Buckinghamshire, MK9 3NX
- 1.5 "**Target Shares**" means 2 Ordinary Shares of £1.00 each in the Target Company registered in the name of the Seller
- 1.6 In this Agreement, unless the context otherwise requires:
 - 1.6.1 all words in the singular include the plural and vice versa and words in one gender include any other gender;
 - 1.6.2 a reference to:
 - 1.6.2.1 a "person" includes any individual, firm, body, corporate, association or partnership, government or state (whether or not having a separate legal personality);
 - 1.6.2.2 clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear,

1.6.2 3 any provision of this Agreement is to that provision as amended in accordance with the terms of this Agreement.

2 SHARE PURCHASE

2.1 The Seller shall sell the Target Shares with full title guarantee. The Purchaser shall purchase the Target Shares free from all Encumbrances whatsoever and with all rights attaching to them with effect from the date of this Agreement.

2.2 The consideration for the sale and purchase of the Target Shares shall be satisfied in full by the issue and allotment by the Purchaser to the Seller of the number of Consideration Shares.

3 COMPLETION

3.1 The sale and purchase of the Target Shares shall be completed ("Completion") at Seebeck House, One Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FR or at such other place as may be agreed between the parties.

3.2 On Completion:

3.2.1 the Seller will deliver to the Purchaser a duly executed transfer of the Target Shares together with the relevant share certificate for the Target Shares;

3.2.2 the Purchaser will allot the Consideration Shares to the Seller.

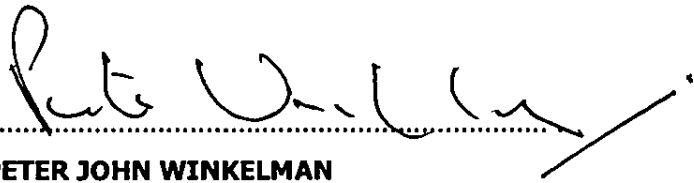
4 GENERAL

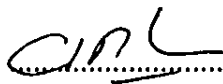
4.1 The Seller and the Purchaser shall procure that such resolutions of the Target Company and of the Purchaser and of their respective boards of directors shall be passed and shall make or do or procure to be made or done such other deeds, acts or things as may be necessary or appropriate to implement the terms of this Agreement.

5 GOVERNING LAW AND JURISDICTION

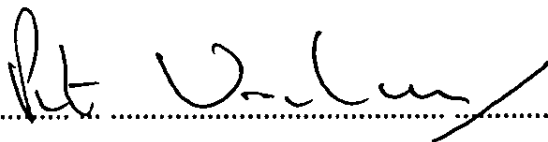
5.1 This Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the Courts of England.

EXECUTED as a DEED and DELIVERED by)
PETER JOHN WINKELMAN in the presence)
of:

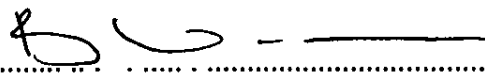

PETER JOHN WINKELMAN

Witness' Signature: .. 
Witness' Name: C. I. Robinson
Witness' Address: Seebach House
..... Milton Keynes
.....
Witness' Occupation: Solicitor

EXECUTED as a DEED and DELIVERED by)
INTER MK GROUP LIMITED acting by two)
directors or one director and the company)
secretary:


.....

Director


.....

Director / Secretary