

6611945

DATED

23 June

2008

ALAN CHRISTOPHER FOX
PAUL ROBERT FOX

- and -

ABC PLANT LIMITED

Certified a true copy/~~original~~

A+P LLP
.....
Aaron & Partners LLP Solicitors
Chester

Dated 26/6/2008

AGREEMENT
for the sale and purchase of the entire issued share capital of
Fox Bros (Blackpool) Limited



AARON & PARTNERS LLP

SOLICITORS

www.aaronandpartners.com

Ref: SSG HBD

FRIDAY



RZLI30XT

RM

27/06/2008

202

COMPANIES HOUSE

THIS AGREEMENT is made on

23 June

2008

BETWEEN

- (1) **ALAN CHRISTOPHER FOX** of South Barn, Castle Lane, Garstang, Preston PR3 1RB and **PAUL ROBERT FOX** of Thornton House, Lambs Road, Thornton Cleveleys, Lancashire FY5 5JL (together "the Vendors"); and
- (2) **ABC PLANT LIMITED** (Company No.06611945) whose registered office is at Holly Road, Red Marsh Industrial Estate, Thornton Cleveleys, Lancashire FY5 4HH ("the Purchaser")

WHEREAS The Vendors are at the date of this Agreement the registered holders of the entire issued share capital of Fox Bros (Blackpool) Limited and the Vendors have agreed to sell and the Purchaser has agreed to purchase such share capital on the terms set out in this Agreement

NOW IT IS AGREED that:

1. PRELIMINARY

1.1 Definitions

In this Agreement unless the context otherwise requires -

- | | |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the Company" | - means Fox Bros (Blackpool) Limited a private company limited by shares registered in England and Wales under number 06611945; |
| "Completion" | - means actual completion of the sale and purchase of the Shares in accordance with clause 4, |
| "the Consideration Shares" | - means the 3,599 A ordinary shares of £1 00 each in the capital of the Purchaser and the 3,600 B ordinary shares of £1 00 each in the capital of the Purchaser to be issued and allotted upon Completion in accordance with clause 3; |
| "person" | - includes any legal or natural person, partnership, trust, company, government, local or public authority department or other body or |

association of persons (whether corporate or unincorporate), and

"the Shares" - means the 3,600 A ordinary shares of £1 00 each in the capital of the Company and the 3,600 B ordinary shares of £1 00 each in the capital of the Company held by the Vendors as stated in the Schedule.

1 2 **Headings**

Clause and sub-clause headings shall be ignored in interpretation.

1 3 **References**

References to clauses, sub-clauses and schedules are to clauses, sub-clauses and schedules of or to this Agreement unless otherwise expressly stated

2. **SALE AND PURCHASE**

2.1 **Agreement**

The Vendors shall sell their respective Shares with full title guarantee and the Purchaser shall purchase the Shares from the Vendors in each such case free from all liens charges options encumbrances equities and adverse interests of any kind whatsoever and together with all accrued benefits and rights attaching to the Shares including all dividends declared or payable Each of the Vendors severally warrants to the Purchaser that he is entitled to sell and transfer to the Purchaser the full legal and beneficial interest in the Shares set out opposite his name in the Schedule on the terms of this Agreement.

2.2 **Severability**

The Purchaser shall be entitled but not obliged to complete its purchase of some of the Shares hereunder if the sale and purchase of all the Shares is not completed simultaneously in accordance with the terms of this Agreement.

2.3 **Pre-emption Waiver**

In consideration of the sale and purchase hereby contracted, the Vendors whether under the Company's Articles of Association or otherwise irrevocably waive all rights of pre-emption and any other rights in respect of the Shares and their sale and transfer hereunder in favour of the Company or as it directs and shall procure the grant by any other person of all other such waivers as may be necessary and the Vendors acknowledge that notwithstanding any other provision contained in the Company's Articles of Association or elsewhere they shall have no further rights of any nature whatsoever in relation to any class of the Company's share capital.

3. CONSIDERATION

The consideration for the sale of the Shares under this Agreement shall be the allotment and issue by the Purchaser upon Completion of 3,599 A ordinary shares of £1.00 each in the capital of the Purchaser and 3,600 B ordinary shares of £1 00 each in the capital of the Purchaser to the Vendors apportioned between the Vendors as described in the Schedule

4. COMPLETION

4 1 Date and Venue

Subject to the provisions of this Agreement, the following business in sub-clauses 4.2 and 4 3 shall be conducted on Completion at the registered office of the Purchaser immediately after entry into this Agreement by the parties

4 2 Vendors' Obligations

The Vendors shall.

4.2.1 deliver to the Purchaser duly executed transfer(s) of the Shares (accompanied if required by duly executed powers of attorney or other authorities under which any of the transfers have been executed) in favour of the Purchaser together with the respective share certificates, and

4.2 2 so far as within their respective powers deliver to the Purchaser as agent for the Company all the statutory and other books duly written up to date of the Company, its certificate of incorporation, copies of its memorandum and articles of association and common seals (if any)

4 3 Purchaser's Obligations

Subject to due performance by the Vendors of their obligations hereunder the Purchaser shall:

4.3 1 allot and issue to the Vendors credited as fully paid the Consideration Shares apportioned between the Vendors as described in the Schedule,

4.3.2 deliver to each of the Vendors a definitive certificate in his or her name for his respective Consideration Shares

5. FURTHER ASSURANCE

The Vendors shall execute and perform such further acts deeds documents and things as the Purchaser may from time to time reasonably require effectively to vest the beneficial ownership of the Shares in the Purchaser or as it directs free from all charges liens options encumbrances equities and other adverse interests of any kind and otherwise to ensure to the Purchaser the full benefit of this Agreement.

6. STAMP DUTY

The parties shall co-operate with each other in making such declarations or applications for relief in respect of any stamp duty payable by reason of this Agreement or any transfers effected hereunder

7. COUNTERPARTS

7.1 This Agreement may be executed in a number of counterparts and by the parties on different counterparts, but shall not be effective until each party has executed at least one counterpart.

7.2 Each counterpart, when executed, shall be an original, but all the counterparts together constitute the same document

8. JURISDICTION AND LAW


This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts as regards any claim or matter arising in relation to this Agreement

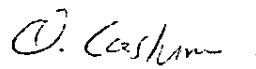
IN WITNESS of which the parties have signed this Agreement on the date first before written

THE SCHEDULE

Name of Vendor	Number of A ordinary shares held	Number of B ordinary shares held	Number of Consideration Shares
Paul Robert Fox	2,700	1,800	2,699 A ordinary shares 1,800 B ordinary shares
Alan Christopher Fox	900	1,800	900 A ordinary shares 1,800 B ordinary shares
Totals	<u>3,600</u>	<u>3,600</u>	<u>3,599 A ordinary shares 3,600 B ordinary shares</u>

SIGNED by
ALAN CHRISTOPHER FOX
in the presence of:-

)
) 
)

Witness Signature 


Name OLIVER CASHMAN

Address. 1 SWALE AVENUE, RAINHILL, MERSEYSIDE, L35 0NH.

Occupation: TRAINEE SOLICITOR

SIGNED by
PAUL ROBERT FOX
in the presence of:-

)
) 
)


Witness Signature. 

Name. OLIVER CASHMAN

Address: 1 SWALE AVENUE, RAINHILL, MERSEYSIDE, L35 0NH

Occupation: TRAINEE SOLICITOR

SIGNED by
for and on behalf of
ABC PLANT LIMITED
in the presence of:-

)
) 
)
)

Witness Signature: 

Name. OLIVER CASHMAN

Address. 1 SWALE AVENUE, RAINHILL, MERSEYSIDE, L35 0NH

Occupation TRAINEE SOLICITOR