

95/84

NOTE

## AGREEMENT

among



**LES TAYLOR CONTRACTORS LIMITED**, a Company incorporated under the Companies Acts and having its Registered Office at Broad House, Broad Street, Peterhead (hereinafter referred to as "the Company")

and

**LES TAYLOR CONSTRUCTION LIMITED** a company incorporated under the Companies Acts and having its Registered Office at Broad House, Broad Street, Peterhead (hereinafter referred to as "the Construction Company")

and

**LESLIE PATERSON TAYLOR**, residing at Windynook, New Leeds, Peterhead, (hereinafter referred to as "LPT")

and

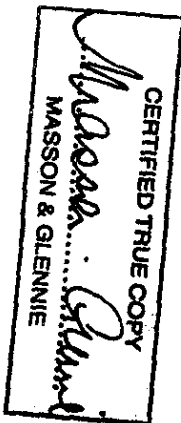
**JANETTE SPENCE TAYLOR**, residing at Windynook, New Leeds, Peterhead (hereinafter referred to as "JST")

and

**SIMON PIERRE GILMARTIN**, residing at Beechfield House, Stuartfield (hereinafter referred to as "SPG")

and

**PHILIP ALEXANDER THOMPSON**, residing at 4 Campbelltown, Ardersier, Inverness (hereinafter referred to as "PAT")



WHEREAS:-

- ONE LPT, SPG and PAT are holders of the entire issued share capital of the Construction Company to the extent of 15,000 ordinary £1 shares registered in the name of PAT, and 7,500 ordinary £1 shares registered in each of the names of LPT and SPG ;
- TWO PAT is presently a 50% shareholder and director of the Construction Company and acts as Managing Director of the Construction Company in terms of a Service Agreement dated 7th October, 1997 (hereinafter referred to as "the Construction Service Agreement");
- THREE The parties have agreed that the Company will take over the Construction Company which will become a wholly owned subsidiary of the Company and will become part of the Les Taylor Group of Companies (hereinafter referred to as "the Group");
- FOUR PAT is to become more involved in marketing the Group as a whole and agreement has been reached that PAT will renounce the Construction Service Agreement and will accept the role of Director of the Company;
- FIVE This Agreement is to reflect the verbal agreement reached between and among the parties hereto.

NOW THEREFORE IT IS AGREED AS FOLLOWS:-

FIRST                      This Agreement shall be effective as at 1st July, 2000, notwithstanding the date or dates hereof.

SECOND                    The Company shall purchase the entire issued share capital of the Construction Company for a non cash consideration. The consideration shall be the issue to LPT, SPG and PAT of "A" ordinary £1 shares in the Company to the value of their shareholdings in the Construction Company, based on the valuation of the Company shares and the Construction Company shares, as hereinafter described.

THIRD                     The value of the shares in the Company and the Construction Company based on the Management Accounts for six months ended 30th June 1999, as amended to reflect the estimated audit adjustments relative to the year ended 31st December, 1998, has been calculated and are hereby agreed as follows:-

Value per "A" ordinary £1 share in the Company	£5.90
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Value per ordinary £1 share in the Construction Company	£5.22
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FOURTH                   The shares in the Company shall be issued to LPT, SPG and PAT pro rata their individual shareholdings in the Construction Company

on the basis of 1 share in the Company for every 1.1312 shares in the Construction Company as follows:-

LPT	6,630 "A" ordinary £1 shares
SPG	6,630 "A" ordinary £1 shares
PAT	13,260 "A" ordinary £1 shares

FIFTH                      The exchange of the Company shares for the Construction Company shares shall be effective as at 1st July, 2000.

SIXTH                     LPT, SPG, PAT and the Construction Company hereby renounce the Share Option Agreement dated 7th October, 1997 and the Shareholders Agreement dated 5th and 7th November, 1997. With effect from 1st July, 2000, LPT is hereby appointed Chairman of the Construction Company and its Board of Directors.

SEVENTH                 With effect from 31st December, 1999, PAT hereby renounces the Construction Service Agreement.

EIGHTH                  With effect from 1st January, 2000, PAT will enter into a Service Agreement with the Company in terms of the draft contract annexed and signed as relative hereto (hereinafter referred to as "the Company Service Agreement")

NINTH                    LPT, SPG and JST agree to waive any pre-emption rights available to them in the Company relative to the issue of the Company shares on conversion of the Construction Company shares.

TENTH LPT, SPG and JST agree to amend the Memorandum and Articles of Association of the Company so as to create sufficient ordinary shares in the Company to enable the issue of the shares required in terms hereof.

ELEVENTH Notwithstanding that the terms of an agreement between LPT and SPG, in which SPG is to become a 25% shareholder in the Company, dated 12 October 1998 (hereinafter referred to as "the SPG Agreement") have not yet been implemented, the parties hereby agree that they will waive any pre-emption rights to which they may become entitled by virtue of this Agreement and which terms have been effected prior to the implementation of the SPG Agreement and will approve any procedures and documentation necessary to effect the terms of the SPG Agreement. For the avoidance of doubt 25% of the issued share capital in the Company referred to at Clause 1 of the SPG Agreement represents 25% of the issued "A" ordinary share capital of the Company prior to implementation of the terms of this Agreement.

TWELFTH In the event that the Company Service Agreement is terminated for any reason by either party and PAT ceases to be employed by the Company, either:-

- (a) LPT, his successors in title or his executors or assignees whomsoever shall have the exclusive option to call upon PAT to sell to him, any or all of PAT's

shareholding in the Company at a value as hereinafter defined, by giving written notice to PAT of such request; or

- (b) PAT or his successors in title or his executors or assignees whomsoever shall have the option to call upon LPT to purchase from him any or all of PAT's shareholding in the Company at a value as hereinafter defined, by giving written notice to LPT of such request.

In the event of the death of PAT, LPT shall purchase the shares registered in PAT's name at the date of his death at a value as hereinafter defined.

The Company's Auditors shall fix the price of the shares in the Company based on the last audited accounts of the Company prior to such written request or the death of PAT, according to the following formula:-

$$\frac{\text{Net Assets of the Company}}{\text{Issued Share Capital}} = \text{Price per share}$$

The parties acknowledge that they have been given the opportunity of taking independent legal advice in connection with these presents: IN WITNESS WHEREOF these presents consisting of this and the six preceding pages are signed and witnessed as shown below:-

6th + 8th SEPTEMBER 2000 Date  
MINTLAW ~ PETERHEAD Place

*L. Taylor* Director  
.....  
LESLIE PATERSON TAYLOR  
Full name of person signing  
*S.P. Gilmartin* Director  
.....  
SIMON PIERRE GILMARTIN  
Full name of person signing  
Les Taylor Contractors Limited

6th + 8th SEPTEMBER 2000 Date  
MINTLAW ~ PETERHEAD Place

*L. Taylor* Director  
.....  
LESLIE PATERSON TAYLOR  
Full name of person signing  
*S.P. Gilmartin* Director  
.....  
SIMON PIERRE GILMARTIN  
Full name of person signing  
Les Taylor Construction Limited

Signature of Witness *Rachael McLean*  
Full name of Witness RACHAEL MCLEAN  
Address of Witness BROAD HOUSE,  
BROAD STREET,  
PETERHEAD  
Date 6th SEPTEMBER, 2000  
Place MINTLAW

*L. Taylor*  
.....  
Leslie Paterson Taylor  
*J. Taylor*  
.....  
Janette Spence Taylor  
*S.P. Gilmartin*  
.....  
Simon Pierre Gilmartin  
*P.A. Thompson*  
.....  
Philip Alexander Thompson

*Rachael McLean*  
Witness.  
8th SEPTEMBER, 2000  
PETERHEAD

*S.P. Gilmartin*  
SIMON PIERRE GILMARTIN.

**AGREEMENT**

**among**

**LES TAYLOR CONTRACTORS  
LIMITED**

**and**

**LES TAYLOR CONSTRUCTION  
LIMITED**

**and**

**LESLIE PATERSON TAYLOR**

**and**

**JANETTE SPENCE TAYLOR**

**and**

**SIMON PIERRE GILMARTIN**

**and**

**PHILIP ALEXANDER THOMPSON**

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2000  
RMCL

