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DATED 30th September 1994

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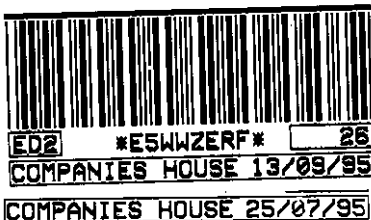
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J C MORGAN AND OTHERS (1)

WILLIAM SINDALL PLC (2)

SHARE SALE AND PURCHASE AGREEMENT
RELATING TO
THE MORGAN LOVELL GROUP
OF COMPANIES

TAYLOR VINTERS
SOLICITORS
CAMBRIDGE & NEWMARKET



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prompt notification in writing thereof (together with full particulars) shall be given by such party to the other parties hereto

3. Agreement for sale

3.1 Subject to the terms and conditions of this Agreement each of the Vendors shall sell as beneficial owner and the Purchaser shall purchase the Shares specified opposite the Vendors' respective names in the second column of Schedule 1 free from all liens charges and incumbrances and with all rights attaching to them with effect from Completion

3.2 Each of the Vendors hereby waives any pre-emption rights he may have in relation to any of the Shares under the Articles of Association of the Company or otherwise

4. Purchase consideration

4.1 The purchase consideration for the Shares shall be

4.1.1 the sum of £12,195,000; and

4.1.2 a sum calculated in accordance with clause 5.1 subject to a maximum of £1,355,000;

4.2 The Initial Purchase Consideration shall be satisfied as to part by the payment in cash of £1,095,000 and as to the balance by the allotment and issue at Completion of such number of Consideration Shares excluding fractions credited as fully paid up as shall at the Initial Issue Price have the value nearest to but not less than that balance of the Initial Purchase Consideration

4.3 The Vendors shall be entitled to the Initial Purchase Consideration in the proportions set out in the third and fourth columns of Schedule 1

4.4 The Vendors shall be entitled to the Contingent Purchase Consideration as

nearly as may be in proportion to their holdings of the Shares at Completion (rounded up or down in the discretion of the Purchaser to the nearest £1)

4.5 The Contingent Purchase Consideration shall be satisfied by the allotment and issue to the Vendors of a number of Purchaser Shares (excluding fractions) credited as fully paid up calculated as follows:-

$$\begin{array}{lcl} \text{Number of Purchaser} & = & \frac{\text{Contingent Purchase Consideration}}{\text{Issue Price}} \\ \text{Shares} & & \end{array}$$

4.6 The Consideration Shares shall be issued on terms that they will rank pari passu in all respects with the Purchaser Shares in issue at the date of allotment save that they shall not carry the right to participate in any dividend (whether interim or final) declared on Purchaser Shares from time to time in issue by reference to a record date (whether before or after the allotment of such Consideration Shares) in respect of a period (being either a full or half year) ended before the date of such allotment

5. Computation and Payment of Contingent Purchase Consideration

5.1 The Contingent Purchase Consideration shall be calculated as follows:-

$$\begin{array}{rcl} & \left(\frac{Y}{1,940,000} \times 13,550,000 \right) & \\ \pounds & \left(\begin{array}{l} \text{ } \\ \text{ } \end{array} \right) & - \pounds 12,195,000 \\ & (1,940,000) & \end{array}$$

Where Y = the Net Profit of the Group Companies

5.2 If the Contingent Purchase Consideration is a negative figure there shall be no adjustment to the Initial Purchase Consideration

5.3 For the purposes of this clause 5 "Net Profit" means the consolidated net profit before taxation and before making any provision for dividends of the Group Companies for the period commencing on 1st January 1994 and ending on 31st December 1994 calculated in accordance with the accounting rules set out in Schedule 7 and the following provisions of this clause 5

5.4 The consolidated net profit before taxation and before making any provision for dividends of the Group Companies for the period commencing on 1st January 1994 and ending on the Last Accounts Date is agreed as £521,000

5.5 As soon as practicable after 31st December 1994 the Purchaser shall procure that each Group Company prepares a balance sheet and profit and loss account for the period commencing on 1st April 1994 and ending on 31st December 1994 ("the statutory accounts") and that such accounts are:-

5.5.1 prepared so as to give a true and fair view of the affairs of each of the Group Companies in respect of the period to which they relate; and

5.5.2 subject thereto prepared in accordance with all applicable FRS and SSAPs or where there are none with generally accepted good accounting principles, and

5.5.3 consolidated (except in the case of the Associated Companies); and

5.5.4 audited by the Purchaser's Auditors except in the case of the accounts of the Overbury Group which shall be audited by Grant Thornton and reviewed by the Purchaser's Auditors

5.6 The Purchaser shall use its reasonable endeavours (so far as it is within its power) to procure that the statutory accounts are prepared, audited reviewed (in the case of the accounts of the Overbury Group) and submitted to the Warrantors with all reasonable speed following 31st December 1994 and in any event by 31st March 1995 provided that the consolidated accounts of the Enlarged Group have by then been prepared and audited. The Purchaser shall procure that the statutory accounts are approved by the directors of the Purchaser and audited at the same time as the consolidated accounts of the Enlarged Group are approved and audited.

5.7 After Completion the Warrantors and the Purchaser shall procure (so far as

each is able) that the Purchaser's Auditors shall have access to all relevant documents and records within the Purchaser's or the relevant Group Company's possession or control for the purpose of reviewing the accounts of the Overbury Group examining the Statement of Adjustments (as defined in clause 5.8) and for any other purpose relating to the matters covered by this clause 5

5.8 As soon as the Purchaser has received from the Purchaser's Auditors the audited statutory accounts the Purchaser shall prepare a statement of adjustments to the consolidated net profit before taxation as disclosed by the statutory accounts in accordance with the accounting rules set out in Schedule 7 so far as applicable to the computation of Net Profit ("the Statement of Adjustments") Within fourteen days of receipt by the Purchaser of the audited statutory accounts the Purchaser shall submit to the Purchaser's Auditors for examination by the Purchaser's Auditors the Statement of Adjustments

5.9 The Purchaser shall procure that the Purchaser's Auditors will examine the Statement of Adjustments and will express their opinion in writing to the Warrantors and the Purchaser within 28 days of receipt by the Purchaser's Auditors of the Statement of Adjustments as to

5.9.1 whether the Statement of Adjustments have been prepared in accordance with this Agreement; and

5.9.2 the amount of the Net Profit based on the Statement of Adjustments and the sum of £521,000 referred to in clause 5.4; and

5.9.3 the amount (if any) of the Contingent Purchase Consideration

5.10 If there is any matter on which the Warrantors and the Purchaser are not able to agree which is relevant for the purposes of the statutory accounts, the Statement of Adjustments the Net Profit or the Contingent Purchase Consideration the Warrantors or the Purchaser may refer the matter to an independent chartered accountant to be

appointed, failing agreement between the Warrantors and the Purchaser within 7 days of the first nomination, by the President for the time being of the Institute of Chartered Accountants in England and Wales. The decision of such accountant (acting as expert and not as arbitrator) as to any matter referred to him shall as between the parties to this Agreement be final and binding and his determination shall be reflected in the Statement of Adjustments the Net Profit or the Contingent Purchase Consideration as relevant. The costs of any such independent accountant shall be in his discretion but if he makes no determination shall be borne equally between the Warrantors of the one part and the Purchaser of the other part

5.11 If the Warrantors shall not have referred any matter to an independent accountant within 28 days of receipt by them of the statutory accounts (if such matter relates to the statutory accounts) or within 28 days of receipt by them of the opinion referred to in clause 5.9 (if such matter relates to the Statement of Adjustments, the Net Profit or the Contingent Purchase Consideration) the opinion as to Net Profit and as to the amount of the Contingent Purchase Consideration referred to in clause 5.9 shall become and be final and binding on all parties to this Agreement

5.12 The Purchaser shall procure that the Contingent Purchase Consideration shall be satisfied in accordance with clause 4.5 by the allotment and issue to the Vendors conditional upon admission to the Official List of the number of Purchaser Shares to which they are entitled within 14 days of the date on which the Warrantors confirm their agreement of the opinion referred to in clause 5.9 or, if later, the date on which such opinion becomes final and binding pursuant to the foregoing provisions of this clause 5

5.13 The Purchaser shall use all reasonable endeavours to procure (so far as it is within its power) that the Purchaser Shares issued in satisfaction of the Contingent Purchase Consideration are admitted to the Official List at the earliest practicable date following issue and if they are not so admitted within 28 days of the relevant date specified in clause 5.12 shall satisfy the Contingent Purchase Consideration in cash subject to clause 5.14

5.14 If at the date on which the Contingent Purchase Consideration is due to be satisfied in cash in accordance with clause 5.13 the directors of the Purchaser are of the opinion that the Purchaser is not then able to satisfy the Contingent Purchase Consideration in cash fully or at all without adversely affecting the cash flow of the Enlarged Group the Purchaser shall be entitled to defer satisfying all or such part of the Contingent Purchase Consideration in cash as the directors shall reasonably consider appropriate until such time as the cash flow of the Enlarged Group permits

5.15 If the Contingent Purchase Consideration is less than £50,000 the Purchaser reserves the right to satisfy the same by payment in cash to the Vendors as nearly as may be in proportion to their holdings of the Shares at Completion (rounded up or down in the discretion of the Purchaser to the nearest £1).

6. Net Assets Warranty

6.1 The Warrantors jointly and severally warrant to the Purchaser that the Net Assets at the Net Assets Warranty Date will not be less than one million seven hundred and seven thousand pounds (£1,707,000) ("the Warranted Sum")

6.2 As soon as practicable after the Net Assets Warranty Date and in any event within 60 days after Completion the Purchaser shall procure that management accounts consisting of a balance sheet and profit and loss account for each Group Company are prepared applying the accounting rules set out in Schedule 7 and, subject thereto, so as fairly to present the assets, liabilities and state of affairs and the profits and losses of each Group Company for the period commencing on 1st April 1994 and ending on the Net Assets Warranty Date and that such accounts are consolidated (except in the case of Noel Street Properties Limited and Ottervale Estates Limited which shall be treated as associated companies).

6.3 The Purchaser shall use its reasonable endeavours (so far as it is within its power) to procure that the Purchaser's Auditors shall examine the Completion Accounts in accordance with the procedures outlined in the bulletin "Review of Interim Financial Information" issued by the Auditing Practices Board and shall

EXECUTED (but not delivered until the)
date first set out above) AS A DEED BY) J C MORGAN
JOHN CHRISTOPHER MORGAN)
in the presence of:-)

John C B South
Solicitor
Lincoln's Inn London WC2

EXECUTED (but not delivered until the)
date first set out above) AS A DEED BY) J J C Lovell
JOHN JAMES CLIFFORD LOVELL) by his attorney
in the presence of:-) J C Morgan

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) AS A DEED BY) pp A T Sloan
ALISTAIR THOMAS SLOAN) J C Morgan
in the presence of:-)

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) AS A DEED BY) pp J H Hooper
JOHN HAMILTON HOOPER) J C Morgan
in the presence of:-)

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) AS A DEED BY) pp S M Hooper
SUSAN MARILYN HOOPER) J C Morgan
in the presence of:-)

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) AS A DEED BY) pp D S Atkinson
DAVID SCOTT ATKINSON) J C Morgan
in the presence of:-)

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) AS A DEED BY) pp H R Bartlett
HENRY ROBERT BARTLETT) J C Morgan
in the presence of:-)

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) AS A DEED BY) pp J B Nugent
JOHN BRIAN NUGENT) J C Morgan
in the presence of:-)

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) **AS A DEED BY**) pp S Elliott
STEPHEN ELLIOTT) J C Morgan
in the presence of:-)

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) **AS A DEED BY**) pp H S Sharp
HARRY STEWART SHARP) J C Morgan
in the presence of:-)

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) **AS A DEED BY**) pp A Janson
ARIE JANSON) J C Morgan
in the presence of:-)

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) **AS A DEED BY**) pp David Payne
DAVID CHRISTOPHER PAYNE) J C Morgan
in the presence of:-)

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) **AS A DEED BY**) pp J L Fox
JAMES LARN FOX) J C Morgan
in the presence of:-)

John C B South
as above

EXECUTED (but not delivered until the)
date first set out above) **AS A DEED BY**)
WILLIAM SINDALL PLC acting by:)

Marr Grieve
Director

W R Johnston
Director/Secretary