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DATED 10th November 2006

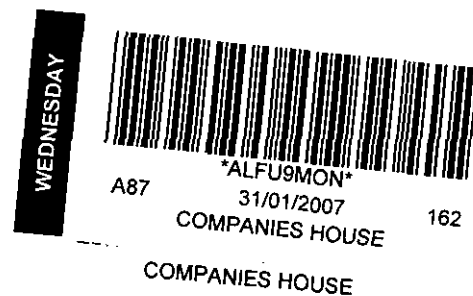
(1) SOPHIE ATKINSON and OTHERS

(2) PETER GARY BARBER and
SUSAN ANNE TAYLOR

(3) AUTOSMART GROUP LIMITED
and

(4) MICHAEL EDGAR FIDLER

SALE AND PURCHASE AGREEMENT



Keelys
28 Dam Street
Lichfield
WS13 6AA
Ref: DJK/ATK035-1

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
Dated 03/01/07
KEELYS Keelys
SOLICITORS, LICHFIELD

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SALE AND PURCHASE AGREEMENT

THIS DEED OF AGREEMENT is made on

2006

BETWEEN:

- (1) **THE PARTIES** whose details are set out in schedule 1 (together the "**Sellers**"); and
- (2) **AUTOSMART HOLDINGS LIMITED** (registered in England and Wales with number 05433031) having its registered office at Lynn Lane, Shenstone, Lichfield, Staffordshire, WS13 0DH (the "**Buyer**"); and
- (3) **MICHAEL EDGAR FIDLER** of 361 Owens Road, Martinsville, NSW 2265, Australia (the "**Covenantor**")

IT IS AGREED as follows:-

1. **Definitions and Interpretation**

1.1. In this agreement unless the context otherwise requires:

"Business Day"	means any day other than a Saturday, Sunday or public holiday in England and Wales;
"Buyer's Scheme"	means the Enterprise Management Incentive share option scheme adopted by the Buyer on Completion for the purpose of facilitating the grant of options pursuant to the new option agreement;
"Buyer's Solicitors"	means Keelys of 28 Dam Street, Lichfield, Staffordshire, WS13 6AA (Ref: ATK/035/1);
"CA 1985"	means the Companies Act 1985 (as amended);
"Company"	means Autosmart Group Limited (registered in England with number 04838643) details of which are set out in Schedule 2;
"Competing Products and Competing Services"	means any products or services competitive with products or services supplied by International at any time during the 12 months before Completion;
"Completion"	means completion of the sale and purchase of the Sale Shares by the performance by the parties of their respective obligations under clause 4 and schedule 3;
"Completion Date"	means the date hereof;
"Confidential Information"	means all information and records wherever located (including accounts, business plans and

financial forecasts, Tax records, correspondence, designs, drawings, manuals, specifications, Franchisee, customer, sales and supplier information, technical or commercial expertise, software, formulae, processes, trade secrets, methods, knowledge and know-how) and which (either in their entirety or in the precise configuration or assembly of their components) are not publicly available and in each case whether or not recorded;

"Consideration Shares"

means the 318,215 ordinary A shares of £1 each ("**A Consideration Shares**") and the 112,379 ordinary B shares of £1 each ("**B Consideration Shares**") in the capital of the Buyer to be issued credited as fully paid to the Management Team on Completion in the proportions detailed in schedule 1 part 1 and as described in clause 3 of this agreement;

"Debenture Releases"

means the deeds of release proposed to be executed on Completion by the Covenantor in favour of the Company and International releasing each of the aforementioned from their obligations under the Debentures executed by them and dated 2 December 2003;

"Encumbrance"

means any option, trust, power of sale, title retention, pre-emption right, right of first refusal, security interest or other right, claim or interest, whether legal or equitable, of any third party (or an agreement or commitment to create any of them);

"Franchisee"

means any person who is at the relevant time or has within the preceding 3 years been a franchisee of International;

"International"

means Autosmart International Limited (registered in England with number 1395514)

"Loan Notes"

means the £900,800 Variable Rate Loan Notes issued by the Company on 2nd December 2003;

"Management Shares"

means those Sale Shares held by the Management Team detailed in schedule 1 part 1;

"Management Team"

means all the Sellers listed in schedule 1 part 1;

"New Option Agreement"

means the new option agreement proposed to be entered into on Completion in the agreed form between (1) the Buyer, (2) Christopher Anthony Ashton, (3) Christopher Keith Brain and (4) Juli Anita Watkins, whereby the Buyer will grant replacement share options pursuant to the Buyer's Scheme in exchange for share options previously granted by the Company to the aforementioned persons;

"Nominated Account"

means the Trustees' Solicitors' client account numbered 03285668, sort code 30-91-56 at Lloyds TSB, Sidney Street, Cambridge;

"Prohibited Areas"

means severally:-

- a) the United Kingdom;
- b) Australia;
- (c) New Zealand

"Purchase Price"

means the sum of £2,244,306;

"Redemption Payment"

means £900,800 to be paid by the Company on Completion to redeem the Loan Notes issued in favour of the Trustee Sellers;

"Release Deed"

means a deed proposed to be entered into on Completion in the agreed form between (1) the Company (2) Christopher Anthony Ashton, (3) Christopher Keith Brain and (4) Juli Anita Watkins whereby the aforementioned persons agree to release the Company from its potential obligations to issue shares to each of them pursuant to the terms of share options granted to them prior to the date of this agreement;

"Relevant Authority"

means any person or authority (including any nation, national or local governmental or international organization and any subdivision or agency or executive arm of any of them, any court or judicial officer or any securities exchange) with legal or de facto power to impose and/or enforce compliance with any laws and/or regulations whatsoever;

"Sale Shares"

means the Management Shares and the Trustee Shares representing the entire issued share capital of the Company;

"Trustee Sellers"

means both Sellers listed in schedule 1 part 2;

"Trustee Shares"

means the shares held by the Trustee Sellers as detailed in the second column of schedule 1 part 2;

"Trustees' Solicitors"

Mills & Reeve of 78-84 Colmore Row, Birmingham B3 2AB.

In this agreement: (a) reference to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time; (b) words importing the singular include the plural and vice versa, words importing a gender include every gender and a reference to a person includes partnerships, corporations, other unincorporated associations or bodies of persons, governmental or statutory authorities or agencies; (c) the words "herein" "hereto", "hereof" and other similar words refer to this agreement as a whole and not to any particular provision of this agreement; (d) the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible; (e) the headings are for convenience only and shall not affect their interpretation; (f) references to a clause or schedule are to a clause of, or a schedule to, this agreement, references to this agreement include its schedules and references in a schedule or part of a schedule to a paragraph are to a paragraph of that schedule or that part of that schedule; (g) a person is connected with another person if he is so connected within the meaning of section 839 ICTA 1988; and (h) where any party gives in this agreement any indemnity in favour of any other party, the obligation of the indemnifying party shall be to make the relevant payment forthwith in full on demand and without any set-off, counterclaim or other deduction.

2. Sale of the Sale Shares

- 2.1. The Sellers shall sell to the Buyer and the Buyer shall purchase from the Sellers the Sale Shares.
- 2.2. Each Management Share sold by a Seller being one of the Management Team is sold by that Seller with full title guarantee and free from any Encumbrance.
- 2.3. Each Trustee Share is sold by the Trustee Sellers with limited title guarantee.
- 2.4. The Covenantor covenants with the Buyer that each of the Trustee Shares shall be sold free from Encumbrances (notwithstanding their sale by the Trustee Sellers with limited title guarantee only) and undertakes to indemnify the Buyer from and against any liability, cost, damage or other loss sustained or incurred by the Buyer as a result of any Encumbrance over any of the Trustee Shares.
- 2.5. Title to, beneficial ownership of, and any risk attaching to, the Sale Shares shall pass on Completion and the Sale Shares shall be sold and purchased together with all rights and benefits attached or accruing to them at Completion (including the right to

receive any dividends, distributions or returns of capital declared, paid or made by the Company on or after Completion).

2.6. Each Seller waives and releases (to the extent entitled to do so) any Encumbrance created by the Articles of Association of the Company or otherwise over the Sale Shares.

2.7. The Buyer shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

3. **Consideration**

3.1. The consideration for the sale of the Trustee Shares shall be the payment on Completion by the Buyer to the Nominated Account of the Purchase Price.

3.2. The consideration for the Management Shares shall be the issue on Completion of the Consideration Shares to the Management Team.

3.3. Any payment to be made to the Trustee Sellers in accordance with this agreement may be made to the Nominated Account and the Trustees' Solicitors are authorised to receive any such payment and their receipt shall constitute a good discharge to the Buyer in respect of it and the Buyer shall have no obligation as to the distribution of any sum so paid to the Trustee Sellers.

4. **Completion**

4.1. Completion shall take place at the offices of the Buyer's Solicitors (or at such other place as the parties may agree) on the Completion Date when all (but, not part only unless the parties shall so agree) of the business set out in schedule 3 shall be transacted and the parties agree the matters contained in schedule 3.

4.2. Promptly following compliance with the provisions of schedule 3, the Buyer shall pay, by electronic funds transfer, to the Nominated Account the sum of £3,145,106 (being the Purchase Price and the Redemption Payment payable on Completion).

4.3. In consideration of the Buyer entering into this agreement each of the Trustee Sellers and the Covenantor:

4.3.1. confirm that none of them nor (in the case of all Sellers other than the Trustee Sellers) any person connected with them has any claim of any kind (actual or contingent) against the Company or International on any account whatsoever; and

4.3.2. hereby irrevocably waive and release and shall procure that each person connected with them shall irrevocably waive and release, with effect from

Completion any claim (actual or contingent) which any of them may have against the Company or International.

5. **Post Completion Matters and Further Assurances**

5.1. Each of the Sellers declares that for so long as they remain the registered holder of any of the Sale Shares after Completion they shall:

5.1.1. hold the Sale Shares and the dividends and other distributions of profits or surplus or other assets declared, paid or made in respect of them after Completion and all rights arising out of or in connection with them in trust for the Buyer and any successors in title to the Buyer; and

5.1.2. deal with and dispose of the Sale Shares and all such dividends, distributions and rights as are described in clause 5.1.1 as the Buyer or any such successor may direct.

5.2. Each of the Sellers hereby appoints the Buyer as his lawful attorney for the purpose of receiving notices of and attending and voting at all meetings of the members of the Company from Completion to the day on which the Buyer or its nominee is entered in the register of members of the Company as the holder of the Sale Shares and for that purpose each of the Sellers authorises:

5.2.1. the Company to send any notices or other communications in respect of their respective holding of Sale Shares to the Buyer; and

5.2.2. the Buyer to complete in such manner as it thinks fit and to return proxy forms, consents to short notice and any other document required to be signed by it in its capacity as a member.

5.3. As soon as reasonably practicable following Completion each of the Sellers shall (and shall procure that any relevant third party shall) send to the Buyer at its registered office for the time being all documents, correspondence, memoranda, files and other records which he has in his possession and to which the Company is entitled and which are not delivered at Completion (whether or not referred to in schedule 3).

5.4. Each of the Sellers shall execute or, so far as is within their respective powers, use their reasonable endeavours to procure that any relevant third party shall execute, all such documents and/or do or, so far as each is able, use their reasonable endeavours to procure the doing of such acts and things as the Buyer shall after Completion require in order to give effect to this agreement and any documents entered into under it and to give to the Buyer the full benefit of all the provisions of this agreement.

6. **Restrictive covenants**

- 6.1. In order to protect the value of the Sale Shares and the Business Information the Covenantor covenants with the Company and separately with the Buyer that without the prior consent in writing of the Buyer (such consent not to be unreasonably withheld) he shall not and shall procure that (save in the ordinary course of the Covenantor's duties as the Country Manager for International for Australia and New Zealand, which shall not constitute a breach of this clause 6) none of his connected persons shall directly or indirectly, whether himself, or by his employees or agents and whether on his own behalf or on behalf of any other person, firm or company or otherwise, for the period specified in clause 6.2:
- 6.1.1. for three years commencing with the date of Completion, canvass, solicit, interfere with or approach a customer or a Franchisee, for the purposes of the supply of Competing Products or Competing Services;
 - 6.1.2. for three years commencing with the date of Completion, accept any order or custom from a customer or Franchisee for the supply of Competing Products or Competing Services;
 - 6.1.3. for three years commencing with the date of Completion, work or be engaged or (except as the holder of shares or other securities in any company which are dealt in on a stock exchange and which confer not more than 1 per cent of the votes which could be cast at a general meeting of the company) concerned or interested in, or provide technical commercial or professional advice to, any trade or business which operates in any of the Prohibited Areas and which supplies Competing Products or Competing Services;
 - 6.1.4. for three years commencing with the date of Completion canvass or attempt to employ (which also includes a consultancy agreement) or offer employment to persons who at Completion, or within the twelve months prior to Completion were employed by the Company or International in a managerial, sales, marketing or product development position; and
 - 6.1.5. after Completion in connection with any business carried on by the Covenantor permit himself to be held out as being in any way associated with or interested in the business of the Company or International or use a name which is identical or similar to or likely to be confused with the name of the Company or of a business which it carries on or a product or service which it produces or provides or which might suggest a connection between the Covenantor and the Company or International their products or services.
- 6.2. The covenants in clause 6.1 shall apply:
- 6.2.1. from the date hereof until the first anniversary of the Completion Date;
 - 6.2.2. from the first anniversary of the Completion Date to the second anniversary of the Completion Date;

- 6.2.3. from the second anniversary of the Completion Date to the third anniversary of the Completion Date;
- 6.3. The Covenantor covenants with the Buyer that he shall not and shall procure that none of his connected persons shall at any time after Completion (without limit in time) directly or indirectly, whether himself, or by his employees or agents or otherwise:
- 6.3.1. interfere or seek to interfere with, or with the continuance of, the supply of goods and services to or by the Company or International (or the terms of any such supply) or with professional contacts of the Company or International; or
- 6.3.2. (subject to clause 6.5) without the prior written consent of the Company or the Buyer use, whether on its own behalf or on behalf of any third party, or disclose to any third party, any Business Information.
- 6.4. Subject to clause 6.5, the Covenantor covenants with the Company and (as a separate and independent covenant) the Buyer that, if the Company shall have obtained any Business Information from any third party under an agreement including any restriction on disclosure known to it, the Covenantor shall and shall procure that none of his connected persons shall at any time without the consent of the Company or the Buyer infringe that restriction.
- 6.5. The restrictions in clauses 6.3.4 and 6.4 shall not apply:
- 6.5.1. to any Business Information which is in or becomes part of the public domain, other than through a breach of the obligations of confidentiality set out in this agreement; or
- 6.5.2. to the extent that the Sellers are required to disclose Business Information by any Official Requirement (including the regulations of any securities exchange or other Relevant Authority to which it is subject).
- 6.6. The Covenantor agrees with the Buyer that the covenants in clauses 6.1 to 6.4 inclusive (on which the Covenantor confirms that he has received independent legal advice):
- 6.6.1. are reasonable and necessary for the protection of the value of the Sale Shares and the Company and that having regard to that fact those covenants do not work harshly on him; and
- 6.6.2. are given to induce the Buyer to enter into this agreement and in consideration of it doing so; and
- 6.6.3. if any of the limitations set out are found to be unenforceable due to the nature or extent thereof, but would be reasonable and enforceable if certain

words or phrases were modified or – subject thereto – deleted, then the restrictions will apply with such words or phrases modified to the minimum extent necessary so as still to be enforceable, and only subject thereto, to deletion of such words.

7. **Announcements and Confidentiality**

- 7.1. All announcements by, for or on behalf of either party and relating to any matter provided for in this agreement shall be in a form approved in writing by the Buyer.

8. **Preservation of Rights**

- 8.1. Neither the single or partial exercise, nor the temporary or partial waiver, by the Buyer of any right, nor the failure by the Buyer to exercise in whole or in part any right or to insist on the strict performance of any provision of this agreement, nor the discontinuance, abandonment or adverse determination of any proceedings taken by the Buyer to enforce any right or any such provision, shall (except for the period or to the extent covered by any such temporary or partial waiver) operate as a waiver of, or preclude any exercise or enforcement or (as the case may be) further or other exercise or enforcement by the Buyer of, that or any other right or provision.
- 8.2. All of the provisions of this agreement shall, so far as they are capable of being performed or observed, continue to be effective notwithstanding Completion except in respect of those matters then already performed and Completion shall not constitute a waiver of any of the Buyer's rights or the Sellers' rights in relation to this agreement.

9. **Notices**

- 9.1. Except as otherwise provided in this agreement, every notice under this agreement shall be in writing and shall be deemed to be duly given if it (or the envelope containing it) identifies the intended recipient as the addressee and:
- 9.1.1. it is delivered by being handed personally to the addressee (or, where the addressee is a corporation, any one of its directors or its secretary);
- 9.1.2. it is delivered by being left in a letter box or other appropriate place for the receipt of letters at the addressee's authorised address (as defined below); or
- 9.1.3. the envelope containing the notice is properly addressed to the addressee at the addressee's authorised address and duly posted by the recorded delivery service (or by international airmail recorded post if overseas) or the notice is duly transmitted to that address by facsimile transmission;

and, in proving the service of any such notice, it shall be conclusive evidence to prove that the notice was duly given within the meaning of this clause 9.1.

- 9.2. A notice sent by post (or the envelope containing it) shall not be deemed to be duly posted for the purposes of clause 9.1.3 unless it is put into the post properly stamped or with all postal or other charges in respect of it otherwise prepaid.
- 9.3. For the purposes of this clause 9 the authorised address of the Buyer and the Company respectively shall be the address of its registered office for the time being or (in the case of notices sent by facsimile transmission) its facsimile number at that address and the authorised address of the Sellers and the Covenantor shall be their respective addresses set out in this agreement or any other address notified by any such Seller or the Covenantor for service under this agreement
- 9.4. Any notice duly given within the meaning of clause 9.1 shall be deemed to have been both given and received:
- 9.4.1. if it is delivered in accordance with clauses 9.1.1 or 9.1.2, on that delivery;
and
- 9.4.2. if it is duly posted or transmitted in accordance with clause 9.1.3 by any of the methods specified in that clause, on the second (or, when sent by airmail, fifth) business day after the day of posting or (in the case of a notice transmitted by facsimile transmission) on receipt by the sender of a transmission report showing the successful transmission of the whole of the relevant notice or (if that transmission is not made during normal working hours on a business day) at 9.00 a.m. on the next business day;
- 9.4.3. for the avoidance of doubt, service on the Covenantor shall be undertaken by airmail or facsimile transmission.
- 9.5. For the purposes of this clause "**notice**" shall include any request, demand, instruction, communication or other document.
- 9.6. Each notice to be given under or in connection with this agreement shall be in English and if that notice is translated into any other language, the English language text shall prevail.
10. **Time**
- 10.1. Time shall be of the essence of this agreement as regards any time, date or period whether as originally fixed or as altered in accordance with this agreement.
11. **Entire agreement**
- 11.1. This agreement constitutes the entire agreement between the parties in relation to the sale and purchase of the Sale Shares and other matters covered by them and supersedes any previous agreement between the parties in relation to those matters, which shall cease to have any further effect. It is agreed that:

11.1.1. no party has entered into this agreement in reliance on, and each party unconditionally waives any claims in relation to, any statement, representation, undertaking which is not expressly set out or referred to in this agreement;

11.1.2. in the absence of fraud, no party shall have any remedy in respect of any untrue statement made, to it or its representatives or agents, prior to this agreement being entered into and on which it or they relied other than representations, undertakings set out or referred to in this agreement and that party's only remedy in respect of representations, and undertakings set out in this agreement shall be for breach of contract; and

11.1.3. this clause 11 shall not exclude any remedy or liability for fraudulent concealment or fraudulent misrepresentation.

11.2. Each of the Sellers and the Covenantor confirms that there are no agreements to which any of them (or any connected person to them) and the Company are party, other than this agreement to which they are parties.

12. **Alterations**

12.1. No purported alteration of this agreement shall be effective unless it is in writing, refers specifically to this agreement and is duly executed by each party to this agreement.

13. **Severability**

13.1. Each provision of this agreement is severable and distinct from the others. The parties intend that each of those provisions shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of this agreement but (except to that extent in the case of that provision) it and all other provisions of this agreement shall continue to be effective and their validity, legality and enforceability shall not be affected or impaired as a result, subject to the operation of this clause not negating the commercial intent and purpose of the parties under this agreement.

13.2. If any provision of this agreement is illegal or unenforceable because any period or area specified in it exceeds that permitted by a Relevant Authority, that provision shall take effect with the minimum modification necessary to make it valid, effective and acceptable to that Relevant Authority subject to that modification not negating the commercial intent of the parties under this agreement.

14. **Counterparts**

14.1. This agreement may be entered into in the form of two or more counterparts each executed by one of the parties but, taken together, executed by all of them and, provided that each party duly executes such a counterpart, each of the executed

counterparts, when duly exchanged or delivered, shall be deemed to be an original, but, taken together, they shall constitute one instrument.

15. **Payment of Costs**

- 15.1. Each party shall be responsible for that party's own legal and other costs incurred in relation to the negotiation, preparation and completion of this agreement.
- 15.2. The Company shall not directly or indirectly pay or reimburse any costs or expenses in connection with any investigation relating to the Company or with the negotiation, completion or implementation of this agreement.

16. **Successors, Assigns and Third Party Rights**

- 16.1. This agreement shall be binding on and shall enure for the benefit of the successors in title and personal representatives of each party.
- 16.2. None of the parties (nor any other person entitled to enforce rights under this agreement) may assign the benefit of any rights under this agreement.
- 16.3. The Company shall be entitled under the Contracts (Rights of Third Parties) Act 1999 ("**Contract Act**") to enforce any term of this agreement which expressly or by implication confers any benefit on it and shall have the benefit of clause 6.10 under the Contracts Act.
- 16.4. Except as provided in clause 16.3:
- 16.4.1. the Contracts Act shall not apply to this agreement; and
- 16.4.2. no person (including any employee, officer, agent, representative or sub-contractor of a party) other than a party to this agreement shall have the right (whether under the Contracts Act or otherwise) to enforce any term of this agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties, which agreement must refer to this clause 16.4.
- 16.5. No consent shall be required from any person having rights under this agreement by virtue only of the Contracts Act to any amendment, variation, waiver or settlement of this agreement or any right or claim arising from or under it which (in each case) has been agreed by any party to it.

17. **Applicable Law and Submission to Jurisdiction**

- 17.1. This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law.

- 17.2. All disputes or claims arising out of or relating to this agreement shall be subject to the non-exclusive jurisdiction of the English Courts, to which the parties irrevocably submit.

IN WITNESS of the above the parties have executed this agreement as a **DEED** on the date written at the head of this agreement.

SCHEDULE 1

Part 1 – The Management Team

Name and Address of Sellers	Number of Sale Shares held <i>Note: according to 363 as at 08/07/06</i>	Consideration Shares
Sophie Atkinson Corner House Farm Back Lane Hadley End Yoxall Burton on Trent DE13 8PF	Ordinary A Shares 318,215	318,215 A Consideration Shares
Christopher Anthony Ashton 56 Primrose Crescent Worcester Worcestershire WR5 3HT	Ordinary A Shares 16,379 Ordinary B Shares 23,334	39,713 B Consideration Shares
Christopher Keith Brain 32 Highcliffe Road Two Gates Tamworth Staffordshire B77 1ED	Ordinary A Shares 16,379 Ordinary B Shares 23,334	39,713 B Consideration Shares
Juli Anita Watkins Patterdale 87 Claremont Road Coton Green Tamworth Staffordshire B79 8ES	Ordinary A Shares 13,313 Ordinary B Shares 20,000	33,313 B Consideration Shares

SCHEDULE 1

Part 2 – Trustee Sellers

Name and Address of Sellers	Number of Sale Shares held	Proportion of the Purchase Price	Proportion of the Redemption Payment Outstanding
Peter Gary Barber and Susan Anne Taylor as Trustees of the ME Fidler 2003 Life Interest Settlement both of 78-84 Colmore Row, Birmingham, B3 2AB	Jointly held 33,953 ordinary C shares	£561,481.66	£681,497
Peter Gary Barber and Susan Anne Taylor as Trustees of E Fidler 2003 Life Interest Settlement both of 78-84 Colmore Row, Birmingham, B3 2AB	Jointly held 20,352 ordinary C shares	£336,561.56	£219,303
Peter Gary Barber and Susan Anne Taylor as Trustees of the Michael Fidler 2001 Discretionary Trust both of 78-84 Colmore Row, Birmingham, B3 2AB	Jointly held 44,755 ordinary C shares	£740,114.62	N/A
Peter Gary Barber and Susan Anne Taylor as Trustees of the Elisabeth Fidler 2001 Discretionary Trust both of 78-84 Colmore Row, Birmingham, B3 2AB	Jointly held 36,654 ordinary C shares	£606,148.20	N/A

SCHEDULE 2

The Company

Status:	Private company limited by shares
Date of incorporation:	19 July 2003
Place of incorporation:	England and Wales
Registered number:	04838643
Registered office:	Lynn Lane, Shenstone, Lichfield, Staffordshire, WS13 0DH
Authorised share capital:	[]
Issued share capital:	Total issued shares are £566,668 divided into 364,286 ordinary A shares of £1 each, 66,668 ordinary B shares of £1 each and 135,714 ordinary C shares of £1 each
Directors:	Sophie Atkinson Christopher Keith Brain Christopher Anthony Ashton Juli Anita Watkins
Secretary:	Juli Anita Watkins
Accountants:	Bentley Jennison
Bankers:	Lloyds TSB
Accounting reference date:	31 st May
Outstanding Charges:	(a) Debenture in favour of Lloyds TSB Bank plc created on 02/12/03 and registered on 04/12/03; (b) An omnibus guarantee and set off agreement (OGSA) dated 2003 in favour of Lloyds TSB Bank plc created on 02/12/03 and registered on 12/12/03; (c) Debenture in favour of Michael Edgar Fidler (in his capacity as Security Trustee) created on 02/12/03 and registered on 17/02/03.

SCHEDULE 3

Completion Provisions

Part 1 – Completion Obligations

1 Sellers' Obligations

1.1 On Completion, in accordance with clause 4, the Sellers shall:

1.1.1 deliver to the Buyer or authorised representatives of the Buyer (to the extent not previously delivered or provided):

- (a) transfers in respect of the Sale Shares duly executed and completed in favour of the Buyer or as the Buyer may direct;
- (b) duly executed power of attorney or other authorities under which any of the above transfers have been executed;
- (c) all share certificates in respect of the Sale Shares (or an indemnity in a form approved by the Buyer in respect of any missing share certificate);
- (d) any other documents required to give a good title to, and to enable the Buyer or the Buyer's nominees to become the registered holders of, the Sale Shares;

1.2 The Covenantor shall deliver the Debenture Release ;

2 Buyer's obligations

2.1 Prior to Completion the Management Team will procure that:

2.1.1 the Buyer adopts new Articles of Association;

2.1.2 the Buyer increases its authorised share capital;

2.1.3 the Management Team enter into a new shareholders agreement in relation to the Buyer;

2.1.4 the Buyer shall adopt the Buyer's Scheme;

2.1.5 the Buyer and Management Team shall enter into the Release Deed and the New Option Agreement.

2.2 The Buyer shall on Completion:

2.2.1 procure that the Company shall make the Redemption Payment to the Nominated Account;

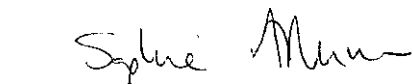
2.2.2 pay to the Nominated Account the Purchase Price.

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WITNESS SIGNATURE



SOPHIE ATKINSON



Sophie Atkinson

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SOPHIE ATKINSON



Christopher Anthony Ashton

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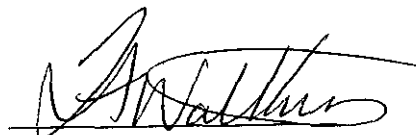
Christopher Keith Brain

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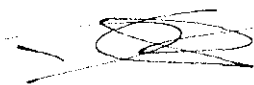
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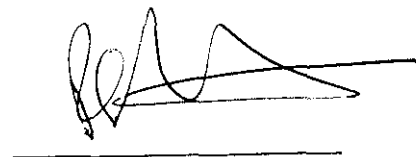
Juli Anita Watkins

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LIFE INTEREST SETTLEMENT

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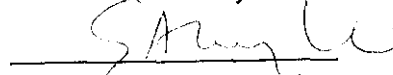


Deborah Clark



McHarris
MAVERLYN CHARRIS

Peter Gary Barber



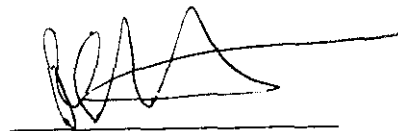
Susan Anne Taylor

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SETTLEMENT

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McHarris
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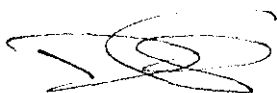
Peter Gary Barber



Susan Anne Taylor

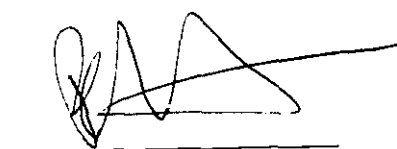
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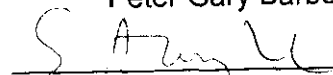


Deborah Clark

McHarris
MAVERLYN CHARRIS



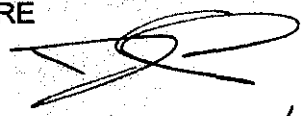
Peter Gary Barber

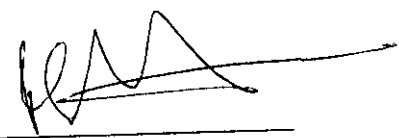
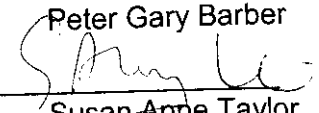


Susan Anne Taylor


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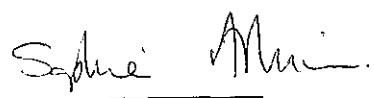
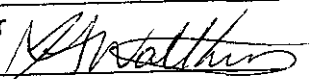
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Deborah Clark
MCHARRIS
MAVERLYN CHARRIS


Peter Gary Barber

Susan Anne Taylor

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by AUTOSMART HOLDINGS LIMITED


Sarah Macmillan


Director 
Director / Secretary

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by MICHAEL EDGAR FIDLER

WITNESS SIGNATURE

+61 2 4977 3445

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as Trustees of ELISABETH FIDLER 2001
DISCRETIONARY TRUST**

WITNESS SIGNATURE

Peter Gary Barber

Susan Anne Taylor

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by AUTOSMART HOLDINGS LIMITED**

Director

Director / Secretary

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by MICHAEL EDGAR FIDLER**

WITNESS SIGNATURE

Wendy Wetherington
34 LAYTON PARK DRIVE
RAYDON LEEDS LS19 6PH.