

DATED

31<sup>st</sup> October

2001

JACQUELINE ANN MURPHY (1)

to

4252532

C V FREIGHT LIMITED (2)

Agreement  
for the sale of shares  
Vidap Frieght Services Limited

CERTIFIED A TRUE  
COPY OF THE  
CONTRACT.

Hague Lambert  
Solicitors  
Artillery House  
15 Byrom Street  
Manchester M3 4PF

*Purvis Stevens & Co*  
Auditors

29<sup>th</sup> January 2002



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30/01/02

**THIS AGREEMENT** is made on

2001

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**BETWEEN:**

- (1) **JAQUELINE ANN MURPHY** ("Mrs Murphy") of 1 Meadow Road, Wokingham  
Berkshire, RG41 2TE
- (2) **C V FREIGHT LIMITED**, (Company No. 04254532) of Bridge House, Restmor V  
Wallington, Surrey, SM6 7AH ("C V Freight")



**RECITALS:**

- (A) Mrs Murphy is the registered owner and beneficial owner of 4999 fully paid up ordinary Shares of £1 each in the capital of Vidap Freight Services Limited (Company No. 01079914) ("the Company") and
- (B) Mrs Murphy and C V Freight have agreed to sell and purchase respectively Mrs Murphy's 4999 fully paid up ordinary shares of £1 each in the Company ("the Sale Shares") on the terms and subject to the conditions appearing below

**WHEREBY IT IS AGREED** as follows:-

- 1.1 Mrs Murphy shall sell with effect from the date of this Agreement and C V Freight shall purchase with effect from the same date the Sale Shares free from all liens charges and incumbrances and with all rights attached thereto
- 1.2 The consideration payable by C V Freight to Mrs Murphy for the Sale Shares is 20,000 paid up shares in C V Freight Ltd
- 1.3 Mrs Murphy shall sell the Sale Shares as beneficial owner and accordingly warrants and covenants with C V Freight that in relation to the Sale Shares sold by her she has a good right to sell and transfer the same and that the Sale Shares are free from incumbrances
- 1.4 Completion of the sale and purchase shall take place at Unit 19, Ashford Industrial Estate, Shield Road, Ashford, Middlesex, TW15 1AU.

when:-

1.4.1 Mrs Murphy will deliver to the Purchaser's Solicitor a duly executed Share Transfer in respect of the Sale Shares in favour of C V Freight together with the relative share certificate(s)

1.4.2 C V Freight will deliver to the Purchaser's Solicitor a Share Certificate for 20,000 fully paid up shares in C V Freight Ltd

2. This Agreement shall be binding upon and endure for the benefit of the successors of the parties including the personal representatives of a deceased party
3. It is expressly agreed and declared between the parties that no variation of this Agreement shall be effective unless made in writing and signed by or on behalf of the parties to it
4. This Agreement shall remain in full force and effect with respect to any of its provisions remaining to be completed or capable of having effect after the completion of the sale and purchase of the Sale Shares notwithstanding that such completion has taken place
5. This Agreement shall be governed and construed in accordance with English Law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts
6. This Agreement may be executed as two or more documents in the same form and execution by all of the parties of at least one of such documents will constitute due execution of this Agreement.
7. Each party shall bear its own costs and expenses incurred in the preparation execution and implementation of this Agreement.
8. After Completion Mrs Murphy shall execute such documents and take such steps as C V Freight may reasonably require to vest full title to the Sale Shares in C V Freight and to give it the full benefit of this Agreement

**AS WITNESS** the hands of parties hereto the day and year hereinafter appearing

SIGNED by the said  
JACQUELINE ANN MURPHY  
In the presence of

MR M. NICKOLS

1 BEAGLE CLOSE

HANWORTH

MIDDLESEX TW13 7DS

SIGNED by authorised signatory for  
C V FREIGHT LIMITED

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