

4260

DATED 21 October 2001

PETER COATES AND OTHERS

AND

K & S (429) LIMITED

SHARE SALE AGREEMENT

**We hereby certify this to be a true
and complete copy of the original**

Knight & Sons

**Knight & Sons, Solicitors
Newcastle, Staffs.**



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COMPANIES HOUSE

EGLP7908

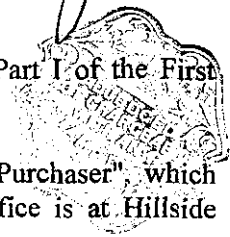
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04/04/02

THIS AGREEMENT is made on 21 October 2001

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BETWEEN

- (1) The persons whose names and addresses are set out in column (1) of Part I of the First Schedule ("the Vendors").
- (2) **K & S (429) LIMITED** (registered in England No. 4241161) ("the Purchaser", which expression shall include its successors and assigns) whose registered office is at Hillside Festival Way Stoke-on-Trent ST1 5SH



RECITALS

- (A) Bet365 Holdings Limited (registered in England No. 4130869) ("the Company") is a company limited by shares
- (B) The Vendors are the registered holders of the whole of the issued share capital of the Company and have the right, power and authority to sell and transfer or renounce (as the case may be) the issued share capital of the Company free from any claims, charges, liens, encumbrances or equities
- (C) The Vendors have agreed to sell or procure the sale and the Purchaser has agreed to purchase the whole of the issued share capital of the Company subject to and on the terms and conditions hereinafter appearing

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1 In this Agreement, unless the context or subject matter otherwise requires, the following words and expressions shall bear the meanings respectively set opposite them

"Consideration"	the consideration payable pursuant to clause 3 of this Agreement
"Consideration Shares"	the meaning set out in clause 3.1
"Completion"	completion of the sales and purchases hereby agreed in accordance with the terms of this Agreement
"Completion Date"	the date of this Agreement or such later date as the parties may agree
"the Shares"	the 1,000 ordinary shares of £1 each in the capital of the Company comprising the whole of its issued and allotted share capital

1.2 Any headings in this Agreement and the Schedule are for convenience only and shall not affect the construction of this Agreement and the Schedule. References in this Agreement to clauses, recitals or the Schedule are to clauses and recitals of or the Schedule to this Agreement.

1.3 Unless the context otherwise requires in this Agreement and the Schedule:

1.3.1 the singular shall include the plural and vice versa; and

1.3.2 words and expressions defined in the Companies Act 1985 shall bear the same meanings in this Agreement. References in this Agreement to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders regulations instruments or other subordinate legislation made under the relevant statute

2. SALE AND PURCHASE

2.1 The Vendors shall sell or procure to be sold with full title guarantee and the Purchaser shall purchase the whole of the issued share capital of the Company with effect from the Completion Date

2.2 The sale hereinbefore referred to shall be free from all claims, charges, liens, encumbrances and equities and together with all rights attached or accruing thereto and together with all dividends and distributions declared made or paid after the Completion Date

3. CONSIDERATION

3.1 The consideration for the sales hereby agreed shall be the allotment fully paid to the vendors of 1,000 B ordinary shares of £1 each in the capital of the Purchaser as are shown opposite their names in column 2 of Schedule ("the Consideration Shares") such consideration to be discharged in the manner provided by clause 4

4. COMPLETION

4.1 Completion of the sale and purchase hereby agreed shall take place on the Completion Date at the offices of Knight & Sons Solicitors The Brampton Newcastle under Lyme Staffordshire ST5 0QW or at such other place and on such other date as may be agreed between the parties when:

4.1.1 the Vendors shall hand to the Purchaser duly executed transfers in favour of the Purchaser or its nominees and the share certificates in respect of the Shares together with any authority under which such transfers have been executed

4.1.2 the Vendors shall execute and do all such other documents, acts and things as the Purchaser shall reasonably require in order to perfect the right title and interest of the Purchaser to and in the Shares

4.1.3 the Vendors shall procure that a board meeting of the Company shall be held at which

the said transfers in respect of the Shares shall be approved and registered in the name of the Purchaser or its nominees subject only to their being duly stamped

4.1.4 the Purchaser shall hand to the Vendors or their Solicitors duly completed and executed share certificates in their favour for the Consideration Shares

5. ENTIRE AGREEMENT

5.1 This Agreement together with any other documents initialled by or on behalf of the parties on or before the date of this Agreement sets forth the entire agreement and understanding between the Purchaser and the Vendors or any of them in connection with the sales and purchases hereby agreed and no party has relied on any representation of any other party save for any representation expressly set out or referred to in this Agreement

6. COUNTERPARTS

6.1 This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts together constituting one and the same instrument

Signed by or on behalf of the parties hereto on the date hereof

Schedule 1

Column 1	Column 2
Names and addresses of the Shareholders	Number of Shares
Peter Coates Brook Farm Newcastle Road Betchton Sandbach Cheshire CW11 2TG	250 B Ordinary
Denise Coates 2 Furnival Street Sandbach Cheshire CW11 0DJ	250 B Ordinary
John Fitzgerald Coates 8 The Grove Westlands Newcastle under Lyme Staffordshire ST5 2HD	250 B Ordinary
William Wolfe Roseff 74 Great Pultney Street Bath Avon BA2 4DL	250 B Ordinary

SIGNED by the said PETER
COATES in the presence of:-

)
) *Myatt*
)

Karen Myatt
Provincial Bet 365 Limited, Hillside, Festival Way, Stoke-on-Trent

SIGNED by the said DENISE
COATES in the presence of:-

)
) *Coates*
)

Karen Myatt

SIGNED by the said JOHN
FITZGERALD COATES
in the presence of:-

)
) *John Fitzgerald Coates*
)

Karen Myatt

SIGNED by the said WILLIAM
WOLFE ROSEFF in the presence of:-

)
) *William Wolfe Roseff*
)

Karen Myatt

SIGNED on behalf of the
Purchaser by JOHN FITZGERALD
COATES in the presence of:-

)
) *John Fitzgerald Coates*
)

Karen Myatt

DATED 21 October 2001

PETER COATES AND OTHERS

AND

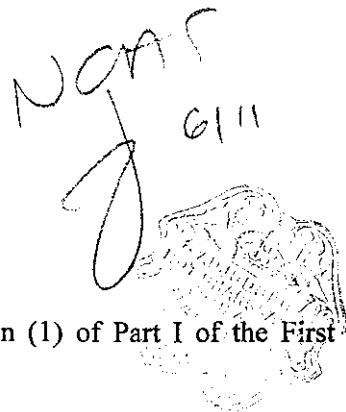
K & S (429) LIMITED

SHARE SALE AGREEMENT

We hereby certify this to be a true
and complete copy of the original

Knight & Sons
Knight & Sons, Solicitors
Newcastle, Staffs.

THIS AGREEMENT is made on 21 October 2001

NCAF
6/11


BETWEEN

- (1) The persons whose names and addresses are set out in column (1) of Part I of the First Schedule ("the Vendors").
- (2) **K & S (429) LIMITED** (registered in England No. 4241161) ("the Purchaser", which expression shall include its successors and assigns) whose registered office is at Hillside Festival Way Stoke-on-Trent ST1 5SH

RECITALS

- (A) Provincial Racing Holdings Limited (registered in England No. 3142539) ("the Company") is a company limited by shares
- (B) The Vendors are the registered holders of the whole of the issued share capital of the Company and have the right, power and authority to sell and transfer or renounce (as the case may be) the issued share capital of the Company free from any claims, charges, liens, encumbrances or equities
- (C) The Vendors have agreed to sell or procure the sale and the Purchaser has agreed to purchase the whole of the issued share capital of the Company subject to and on the terms and conditions hereinafter appearing

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1 In this Agreement, unless the context or subject matter otherwise requires, the following words and expressions shall bear the meanings respectively set opposite them

"Consideration"	the consideration payable pursuant to clause 3 of this Agreement
"Consideration Shares"	the meaning set out in clause 3.1
"Completion"	completion of the sales and purchases hereby agreed in accordance with the terms of this Agreement
"Completion Date"	the date of this Agreement or such later date as the parties may agree
"Existing Shares"	the two ordinary shares of £1 each in the share capital of the Purchaser held by John Fitzgerald Coates and Denise Coates

"the Shares" the 1,437 ordinary shares of £1 each and the 170 A ordinary shares of £1 each in the capital of the Company comprising the whole of its issued and allotted share capital

1.2 Any headings in this Agreement and the Schedule are for convenience only and shall not affect the construction of this Agreement and the Schedule. References in this Agreement to clauses, recitals or the Schedule are to clauses and recitals of or the Schedule to this Agreement.

1.3 Unless the context otherwise requires in this Agreement and the Schedule:

1.3.1 the singular shall include the plural and vice versa; and

1.3.2 words and expressions defined in the Companies Act 1985 shall bear the same meanings in this Agreement. References in this Agreement to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders regulations instruments or other subordinate legislation made under the relevant statute

2. SALE AND PURCHASE

2.1 The Vendors shall sell or procure to be sold with full title guarantee and the Purchaser shall purchase the whole of the issued share capital of the Company with effect from the Completion Date

2.2 The sale hereinbefore referred to shall be free from all claims, charges, liens, encumbrances and equities and together with all rights attached or accruing thereto and together with all dividends and distributions declared made or paid after the Completion Date

3. CONSIDERATION

3.1 The consideration for the sales hereby agreed shall be:

3.1.1 the crediting of the Existing Shares as fully paid; and

3.1.2 the allotment fully paid to the vendors of 1,435 ordinary shares and 170 A ordinary shares of £1 each in the capital of the Purchaser as are shown opposite their names in column 2 of Schedule ("the Consideration Shares") such consideration to be discharged in the manner provided by clause 4

3.2 The ordinary shares shall rank *pari passu* in all respects with the Existing Shares but subject to the prior rights of the A ordinary shares and the B ordinary shares

4. COMPLETION

4.1 Completion of the sale and purchase hereby agreed shall take place on the Completion

Date at the offices of Knight & Sons Solicitors The Brampton Newcastle under Lyme Staffordshire ST5 0QW or at such other place and on such other date as may be agreed between the parties when:

- 4.1.1 the Vendors shall hand to the Purchaser duly executed transfers in favour of the Purchaser or its nominees and the share certificates in respect of the Shares together with any authority under which such transfers have been executed
- 4.1.2 the Vendors shall execute and do all such other documents, acts and things as the Purchaser shall reasonably require in order to perfect the right title and interest of the Purchaser to and in the Shares
- 4.1.3 the Vendors shall procure that a board meeting of the Company shall be held at which the said transfers in respect of the Shares shall be approved and registered in the name of the Purchaser or its nominees subject only to their being duly stamped
- 4.1.4 the Purchaser shall hand to the Vendors or their Solicitors duly completed and executed share certificates in their favour for the Consideration Shares

5. ENTIRE AGREEMENT

- 5.1 This Agreement together with any other documents initialled by or on behalf of the parties on or before the date of this Agreement sets forth the entire agreement and understanding between the Purchaser and the Vendors or any of them in connection with the sales and purchases hereby agreed and no party has relied on any representation of any other party save for any representation expressly set out or referred to in this Agreement

6. COUNTERPARTS

- 6.1 This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts together constituting one and the same instrument

Signed by or on behalf of the parties hereto on the date hereof

Schedule 1

Column 1	Column 2
Names and addresses of the Shareholders	Number of Shares
Peter Coates Brook Farm Newcastle Road Betchton Sandbach Cheshire CW11 2TG	947 Ordinary 170 "A" Ordinary
Deirdre Coates Brook Farm Newcastle Road Betchton Sandbach Cheshire CW11 2TG	10 Ordinary
Denise Coates 2 Furnival Street Sandbach Cheshire CW11 0DJ	119 Ordinary
John Fitzgerald Coates 8 The Grove Westlands Newcastle under Lyme Staffordshire ST5 2HD	119 Ordinary

Moira Catherine Coates

120 Ordinary

Brook Farm

Newcastle Road

Betchton

Sandbach

Cheshire

CW11 2TG

Siobhan Mary Coates

120 Ordinary

Brook Farm

Newcastle Road

Betchton

Sandbach

Cheshire

CW11 2TG

SIGNED by the said PETER
COATES in the presence of:-

) *Peter Coates*
)

Karen Myatt
Provincial Bet 365 Limited, Hillside, Festival Way, Stoke-on-Tren

SIGNED by the said DENISE
COATES in the presence of:-

) *Denise Coates*
)

Karen Myatt

SIGNED by the said JOHN
FITZGERALD COATES
in the presence of:-

) *John Fitzgerald Coates*
)
)

Karen Myatt

SIGNED by the said DEIRDRE
COATES in the presence of:-

) *D. Coates*
)

Karen Myatt

SIGNED by the said MOIRA CATHERINE
COATES in the presence of:-

) *M. Coates*
)

Karen Myatt

SIGNED by the said SIOBHAN MARY
COATES in the presence of:-

) *S Coates*
)

Karen Myatt

SIGNED on behalf of the
Purchaser by JOHN FITZGERALD
COATES in the presence of:-

) *John Fitzgerald Coates*
)
)

Karen Myatt