

2660254

PASSED FOR FILING

WP REF : LAW10479.DOC

THE NINTH SCHEDULE

THIS SHARE EXCHANGE AGREEMENT is made the 17<sup>th</sup> day of August 1994

**BETWEEN**

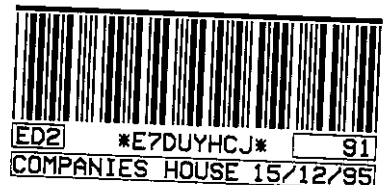
- (1) ASTORHOLD LIMITED (2660256) having its registered office at 1st Floor Bouverie House 154 Fleet Street London EC4A 2DQ ("the Company") and
- (2) STANLEY LYON BROWNE of 58 Byrom Street Hale Altrincham Cheshire WA14 2EL ("the Vendor")

1. Preliminary

- 1.1 Pursuant to an agreement ("the Principal Agreement") bearing the same date as this Agreement and made between the Vendor (1) Christopher Perks Baldwin ("CPB") (2) and Baldwin Industries Limited (1516334) ("BIL") (3) the Vendor transferred to CPB the Shares and procured the allotment to BIL of the Preference Shares
- 1.2 The Vendor is the registered holder of the 2 issued ordinary shares ("the CMM Shares") in Corporate Medical Management Limited (2707678) ("CMM")
- 1.3 The Company and the Vendor ("the Parties") have entered into this Agreement pursuant to the Principal Agreement

2. Agreement to Sell and Purchase

- 2.1 The Vendor as beneficial owner sells to the



Company the CMM Shares and the Company purchases the CMM Shares in each case free from all claims charges liens encumbrances equities and adverse rights of any description and together with all rights attached or accruing thereto as at and from the date of this Agreement

2.2 The Vendor waives and agrees to procure the waiver of any restrictions on transfer or issue (including pre-emption rights) which may exist in relation to the CMM Shares under the Articles of Association of CMM or otherwise

3. Consideration

The consideration payable by the Company to the Vendor in respect of the sale of the CMM Shares shall be the allotment and issue of 80,000 "B" ordinary shares of £1 each in the Company ("the New Shares")

4. Arrangements for Completion

The sale and purchase of the CMM Shares shall be completed at the offices of Berg & Co Byrom Court 7 Byrom Street Manchester M3 4PF immediately following the signing of this Agreement

5. Warranties

The representations warranties and undertakings given by the Vendor to CPB and BIL in the Principal Agreement in respect of the CMM Shares shall be deemed repeated in this Agreement and given in favour of the Company

6. Vendor's obligations at Completion

6.1 At Completion the Vendor shall deliver or cause to be delivered to the Company

- (a) a duly executed transfer to the Company of the CMM Shares together with the definitive share certificate[s] for them
- (b) any power of attorney under which any document is executed on his behalf and
- (c) in the case of a trust appropriate evidence of the authority of any person signing on his behalf

6.2 At Completion the Vendor shall also deliver to the Company

- (a) any waivers consents or other documents required to vest in the Company the full beneficial ownership of the CMM Shares and to enable the Company to procure them to be registered in the name of the Company and
- (b) the certificates of incorporation common seals all statutory and minute and other record books and share certificate books of CMM together with all unused share certificates

6.3 At Completion the Vendor shall procure that a meeting of the directors of CMM is held at which meeting such directors will approve the transfer of the CMM Shares for registration and the entry of the Company in the register of members of CMM subject only to the transfers' being subsequently presented duly stamped (if stampable)

7. Company's obligations at Completion

At Completion the Company will validly allot to and deliver to the Vendor fully paid share certificates for the New Shares

8. Stamp Duty Indemnity

The Vendor shall be liable for and will indemnify the Company against any and all stamp duty or stamp duty reserve tax or penalties related thereto which may be incurred or suffered by the Company arising out of its entering into this Agreement and the transfer of the CMM Shares to the Company

9. General

9.1 This Agreement is personal to the Parties and neither of them shall assign or purport to assign or dispose of or deal in any way with any of its rights or obligations hereunder

9.2 Nothing in or arising out of this Agreement is to be taken as constituting a partnership between the Parties

9.3 If any provision of this Agreement is found by any Court or competent authority to be illegal void or unenforceable such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect

Notwithstanding the foregoing the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable

9.4 No omission or delay on the part of either of the Parties in exercising any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right power or privilege preclude any other or further exercise thereof or of any other right power or privilege

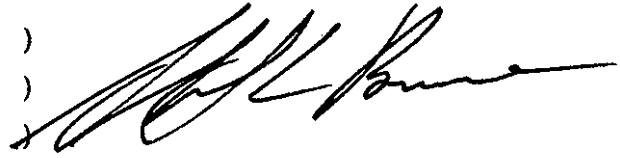
The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law

9.5 No waivers or variation of any term provision or condition of this Agreement shall be effective unless such waiver or variation is evidenced in writing signed by whichever of the Parties is waiving or varying such term provision or condition

9.6 Words and expressions defined in the Principal Agreement shall (except where the context otherwise requires) bear the same meanings wherever used in this Agreement and those provisions of the Principal Agreement dealing with non-merger on completion announcements access further assurance costs and expenses construction interpretation governing law jurisdiction and service of notices shall (except where otherwise provided) apply equally in this Agreement

AS WITNESS whereof the Parties have caused these presents to be duly executed and delivered as a deed the day and year first above written

SIGNED AS A DEED and DELIVERED )  
by STANLEY LYON BROWNE in the )  
presence of



*Handwritten signature*  
*limited*  
*corp.*

SIGNED AS A DEED by  
~~THE COMMON SEAL~~ of ASTORHOLD )  
LIMITED was ~~hereunto affixed in~~  
~~the presence of acting by~~ )



Director



Secretary  
Director

