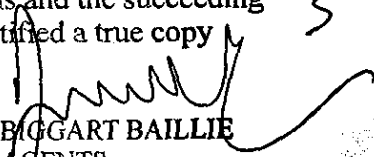


SC248915

GLASGOW 8 AUGUST 2003
This and the succeeding 3 pages
certified a true copy


BIGGART BAILLIE
AGENTS
DALMORE HOUSE
310 ST. VINCENT STREET
GLASGOW G2 5QR



AGREEMENT

between

(1) GORDON BEATTIE

and

(2) BEATTIE COMMUNICATIONS GROUP LIMITED

AGREEMENT FOR EXCHANGE OF SHARES

BIGGART BAILLIE
SOLICITORS
GLASGOW & EDINBURGH

AGREEMENT

between

(1) GORDON BEATTIE, residing at Castlebank House, by Airth, Falkirk, FK10 8JF ("the Transferor")



and

(2) BEATTIE COMMUNICATIONS GROUP LIMITED, a company registered in Scotland under number SC248915 whose registered office is at 118, North Main Street, Carronshore, Falkirk, FK2 8HU ("BCGL")

NCLAS

WHEREAS:-

- (A) Beattie Media Limited ("BML") was incorporated in Scotland on 15 December 1995 under the Companies Act 1985 registered under Number 162222 and has an issued share capital of £80,000 consisting of 8,000,000 ordinary shares of £0.01 (the "BML Transfer Shares").
- (B) Beattie Communications Limited ("BCL") was incorporated in Scotland on 15 December 1995 under the Companies Act 1985 registered under Number 162223 and has an issued share capital of £2 consisting of 2 ordinary shares of £1 (the "BCL Transfer Shares").
- (C) Beattie New Media Limited ("BNML") was incorporated in Scotland on 6 June 2003 under the Companies Act 1985 registered under Number 250735 and has an issued share capital of £2 consisting of 2 ordinary shares of £1 (the "BNML Transfer Shares").
- (E) The Transferor is legally entitled to the BML Transfer Shares, the BCL Transfer Shares and the BNML Transfer Shares.

- (F) The Transferor has agreed to sell the BML Transfer Shares, the BCL Transfer Shares and the BNML Transfer Shares to BCGL in consideration of the issue to the Transferor of shares in BCGL.

IT IS AGREED as follows:-

1. The Transferor shall sell the BML Transfer Shares with full title guarantee, free of all charges, liens and encumbrances and together with all rights attaching thereto, including the right to all distributions declared, made or paid hereafter, in consideration for the issue and allotment by BCGL to the Transferor of 8,000,000 shares in the capital of BCGL (the "BML Consideration Shares") to be issued credited as fully paid in the name of the Transferor.
2. The Transferor shall sell the BCL Transfer Shares with full title guarantee, free of all charges, liens and encumbrances and together with all rights attaching thereto, including the right to all distributions declared, made or paid hereafter, in consideration for the issue and allotment by BCGL to the Transferor of 200 shares in the capital of BCGL (the "BCL Consideration Shares") to be issued credited as fully paid in the name of the Transferor.
3. The Transferor shall sell the BNML Transfer Shares with full title guarantee, free of all charges, liens and encumbrances and together with all rights attaching thereto, including the right to all distributions declared, made or paid hereafter, in consideration for the issue and allotment by BCGL to the Transferor of 200 shares in the capital of BCGL (the "BNML Consideration Shares") to be issued credited as fully paid in the name of the Transferor.
4. The BML Consideration Shares, the BCL Consideration Shares and the BNML Consideration Shares shall be allotted and issued credited as fully paid and shall have the rights set out in the Articles of Association of BCGL adopted on the date of execution hereof by BCGL.
5. The Transferor shall prior to the issue of the BML Consideration Shares, the BCL Consideration Shares and the BNML Consideration Shares deliver to BCGL duly executed transfers of the BML Transfer Shares, the BCL Transfer Shares and the BNML Transfer Shares in favour of BCGL or its nominees together with the relevant share certificates or alternative evidence of title satisfactory to BCGL.

6. On receipt of the documents to be provided under the terms of Clause 5 BCGL shall allot the BML Consideration Shares, the BCL Consideration Shares and the BNML Consideration Shares and shall cause the name of the Transferor to be entered in its Register of Members and shall forthwith procure the execution and delivery to the Transferor of the certificates in respect of such shares.
7. This Agreement and a Return of Allotments in respect of the BML Consideration Shares, the BCL Consideration Shares and the BNML Consideration Shares shall be filed with the Registrar of Companies.
8. This Agreement shall be governed by and construed in accordance with the law of Scotland and the parties hereto submit to the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents are executed as follows:-

Subscribed for and on behalf of
Beattie Communications Group Limited by
Gordon Beattie, a
director at Glasgow on the thirtieth day of
July 2003 in the presence of:-


.....
Director

Witness:


.....

Full Name: Ernest George Wilkie Chambers

Address: 3 Langbank Rise
Kilmacolm

Signed by Gordon Beattie at Glasgow on
the thirtieth day of July 2003
in the presence of:-


.....
Gordon Beattie

Witness:


.....

Full Name: Ernest George Wilkie Chambers

Address: 3 Langbank Rise
Kilmacolm