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## Agreement

The Sellers

and

TBG Opco 1 Limited

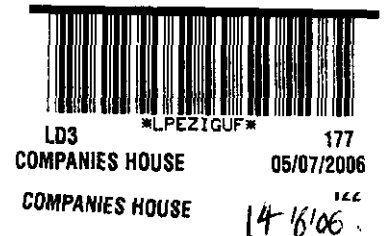
I hereby certify that  
to be a true copy  
of the original.

Signed: *Theresa Scott*

for the Sale and Purchase of loan notes in TBG  
Opco 2 Limited

8 April 2005

LONDON\AND\3677327.01



**CONTENTS**

<b>CLAUSE</b>	<b>PAGE</b>
1. DEFINITIONS.....	1
2. SALE .....	1
3. COMPLETION.....	2
4. WARRANTY.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5. GENERAL .....	2
 SCHEDULE 1.....	 9

THIS AGREEMENT is made the 8 day of April 2005.

**BETWEEN:**

- (1) Those persons whose names and addresses are set out in column 1 of the schedule (the "Sellers"); and
- (2) **TBG OPCO 1 LIMITED** (No.5328138) whose registered office is at 40 Berkely Square, London, W1J 5AL (the "Buyer").

**WHEREAS:**

- (A) The Sellers have agreed to sell, and the Buyer has agreed to purchase loan notes in the Company (as hereinafter defined) on the terms set out in this document.

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

In this agreement the following expressions shall bear the following meanings, unless the context otherwise requires :

"Company" means TBG Opco 2 Limited (No. 5328113) whose registered office is at 40 Berkely Square, London, W1J 5AL;

"Completion" means the completion of this agreement in accordance with clause 3 hereof;

"Completion Date" means the date hereof;

"Consideration Shares" means those ordinary shares of £0.01 each in the share capital of the Buyer set out against the name of each respective Seller in the schedule and to be issued pursuant to clause 2.2;

"Encumbrances" means any mortgage, charge (fixed or floating), pledge, lien, security or other third party right or interest (legal or equitable) including any right of pre-emption, assignment by way of security, reservation of title or any other security interest of any kind however created or arising or any other agreement or arrangement (including a sale and repurchase arrangement) having similar effect or restriction over or in respect of the use of the relevant security or right; and

"Target Loan Notes" means the £ 50.53 nominal value of Interest Bearing Unsecured Loan Notes 2015 in TBG Opco 2 Limited issued pursuant to the terms of an instrument dated 8 April 2005;

**2. SALE**

2.1 Upon the terms of this agreement the Sellers as legal and beneficial owners shall sell and the Buyer shall purchase with effect from the Completion Date the nominal amount of the Target Loan Notes listed opposite that Seller's name in the schedule with full title guarantee free from any Encumbrances and together with all accrued benefits and rights attaching thereto.

2.2 The consideration for the sale and purchase of the Shares shall be satisfied at Completion by the issue and allotment to the relevant Seller of the relevant Consideration Shares, credited as fully paid and ranking pari passu in all respects with the existing issued ordinary shares of £0.01 each in the capital of the Buyer.

### 3. COMPLETION

3.1 Completion shall take place on the Completion Date whereupon:

- (a) the Sellers shall deliver to or make available to the Buyer:
  - (i) transfers in the appropriate form relating to all the Target Loan Notes to be sold by that Seller pursuant to this agreement duly executed by that Seller in favour of the Buyer; and
  - (ii) loan note certificates relating to all such Target Loan Notes;
- (b) upon compliance by the Sellers with the provisions of clause 3.1(a) the Buyer shall convene a meeting of its board of directors at which the directors shall allot the Consideration Shares to the Sellers, credited as fully paid, and the names of the Sellers shall be entered in the register of members of the Buyer as the holders of the Consideration Shares in their respective amounts and the Buyer shall deliver to the Sellers definitive share certificates in respect of each of their respective Consideration Shares.

### 4. GENERAL

- 4.1 Each Seller and the Buyer agrees to perform (or procure the performance of) all further acts and things, and exercise and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as any of them may reasonably require to implement and/or give effect to this agreement and the transactions contemplated by it and for the purpose of vesting in the parties the full benefit of the assets, rights and benefits to be transferred to them under this agreement.
- 4.2 The terms of this agreement (insofar as not performed at Completion and subject as specifically otherwise provided in this agreement) shall continue in force after and notwithstanding Completion.
- 4.3 This agreement (together with any documents referred to herein) constitutes the entire agreement between the parties hereto in connection with the subject matter hereof.
- 4.4 This agreement and all rights and benefits hereunder shall be binding upon and ensure for the benefit of successors of the parties but shall not be assignable at law or in equity without the prior written consent of the other party hereto.
- 4.5 Each of the parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the purchase of the Shares and any other matters contemplated by this agreement.
- 4.6 If any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
- 4.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Act against the parties to it by any other person.
- 4.8 This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law and each of the parties irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or settle any disputes, which may arise out of or in connection with this agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

**IN WITNESS** whereof this agreement has been executed on the date first above written.

**Buyer**

Signed by  
for and on behalf of  
**TBG OPCO 1 LIMITED**

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*Phil Scott*

**Sellers**

Signed by **PHILIP SCOTT**  
in the presence of:

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*Phil Scott*

Signed by **PAULA SCOTT**  
by her attorney

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under a power or attorney dated  
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in the presence of:

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*Phil Scott*

Signed by **GRAHAM SIZER**  
in the presence of:

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*Phil Scott*

Signed by **EMMA WILSON**  
in the presence of:

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*Phil Scott*

Signed by **KERRY SIZER**  
by her attorney

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under a power or attorney dated  
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in the presence of:

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*Phil Scott*


Signed by **CHRISTOPHER RUTTER**  
in the presence of:

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Signed by **ELAINE RUTTER**  
by her attorney

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under a power or attorney dated  
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in the presence of:







Signed by **JAKKI MOONEY**  
by her attorney

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under a power or attorney dated  
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in the presence of:

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) *Robert*  
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Signed by **EMMA WILSON**  
by his attorney

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under a power or attorney dated  
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in the presence of:

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) *Robert*  
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SCHEDULE

Philip Scott	1812
Paula Scott	591
Graham Soria	868
Kenny Ann Soria	465
Christy Rutter	491
Elaine Rutter	263
Peta George	323
Erna Wilson	210
Ann Heaps	3
John Septa Heaps	3
Anne Bailey	6
Lor Clinton	3
Linda Clinton	3
Duck Polak	3
Leigh May Polak	3
Talk Mooney	6

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## Agreement

The Sellers

and

TBG Opco 1 Limited

I hereby certify that  
to be a true copy  
of the original.  
Signed:  
Thurcott.

for the Sale and Purchase of loan notes in TBG  
Opco 2 Limited

8 April 2005

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- (2) **TBG OPCO 1 LIMITED** (No.5328138) whose registered office is at 40 Berkely Square, London, W1J 5AL (the "Buyer").

**WHEREAS:**

- (A) The Sellers have agreed to sell, and the Buyer has agreed to purchase loan notes in the Company (as hereinafter defined) on the terms set out in this document.

**THE PARTIES AGREE AS FOLLOWS:**

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"Completion" means the completion of this agreement in accordance with clause 3 hereof;

"Completion Date" means the date hereof;

"Consideration Shares" means those ordinary shares of £0.01 each in the share capital of the Buyer set out against the name of each respective Seller in the schedule and to be issued pursuant to clause 2.2;

"Encumbrances" means any mortgage, charge (fixed or floating), pledge, lien, security or other third party right or interest (legal or equitable) including any right of pre-emption, assignment by way of security, reservation of title or any other security interest of any kind however created or arising or any other agreement or arrangement (including a sale and repurchase arrangement) having similar effect or restriction over or in respect of the use of the relevant security or right; and

"Target Loan Notes" means the £ 190.69 nominal value of Interest Bearing Unsecured Loan Notes 2015 in TBG Opco 2 Limited Issued pursuant to the terms of an instrument dated 8 April 2005 2005;

**2. SALE**

- 2.1 Upon the terms of this agreement the Sellers as legal and beneficial owners shall sell and the Buyer shall purchase with effect from the Completion Date the nominal amount of the Target Loan Notes listed opposite that Seller's name in column 42 of the schedule with full title guarantee free from any Encumbrances and together with all accrued benefits and rights attaching thereto.
- 2.2 The consideration for the sale and purchase of the Shares shall satisfied at Completion by the issue and allotment to the relevant Seller of the relevant Consideration Shares, credited as fully paid and ranking pari passu in all respects with the existing issued ordinary shares of £0.01 each in the capital of the Buyer.

**3. COMPLETION**

3.1 Completion shall take place on the Completion Date whereupon:

- (a) the Sellers shall deliver to or make available to the Buyer:
  - (i) transfers in the appropriate form relating to all the Target Loan Notes to be sold by that Seller pursuant to this agreement duly executed by that Seller in favour of the Buyer; and
  - (ii) loan note certificates relating to all such Target Loan Notes;
- (b) upon compliance by the Sellers with the provisions of clause 3.1(a) the Buyer shall convene a meeting of its board of directors at which the directors shall allot the Consideration Shares to the Sellers, credited as fully paid, and the names of the Sellers shall be entered in the register of members of the Buyer as the holders of the Consideration Shares in their respective amounts and the Buyer shall deliver to the Sellers definitive share certificates in respect of each of their respective Consideration Shares.

**4. GENERAL**

- 4.1 Each Seller and the Buyer agrees to perform (or procure the performance of) all further acts and things, and exercise and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as any of them may reasonably require to implement and/or give effect to this agreement and the transactions contemplated by it and for the purpose of vesting in the parties the full benefit of the assets, rights and benefits to be transferred to them under this agreement.
- 4.2 The terms of this agreement (insofar as not performed at Completion and subject as specifically otherwise provided in this agreement) shall continue in force after and notwithstanding Completion.
- 4.3 This agreement (together with any documents referred to herein) constitutes the entire agreement between the parties hereto in connection with the subject matter hereof.
- 4.4 This agreement and all rights and benefits hereunder shall be binding upon and ensure for the benefit of successors of the parties but shall not be assignable at law or in equity without the prior written consent of the other party hereto.
- 4.5 Each of the parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the purchase of the Shares and any other matters contemplated by this agreement.
- 4.6 If any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
- 4.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Act against the parties to it by any other person.
- 4.8 This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law and each of the parties irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or settle any disputes, which may arise out of or in connection with this agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

**IN WITNESS** whereof this agreement has been executed on the date first above written.



**Buyer**

Signed by  
for and on behalf of  
**TBG OPCO 1 LIMITED**

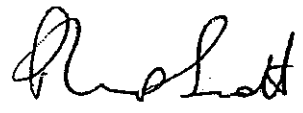
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**Sellers**


Signed by **PHILIP SCOTT**  
in the presence of:

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Signed by **PAULA SCOTT**  
by her attorney

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under a power or attorney dated  
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in the presence of:

Signed by **GRAHAM SIZER**  
in the presence of:

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Signed by **EMMA WILSON**  
in the presence of:

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Signed by **KERRY SIZER**  
by her attorney

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under a power or attorney dated  
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in the presence of:

Signed by **CHRISTOPHER RUTTER**  
in the presence of:

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Signed by **ELAINE RUTTER**  
by her attorney

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under a power or attorney dated  
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in the presence of:

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Signed by **LEONARD CLINTON**  
by his attorney

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under a power or attorney dated  
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in the presence of:

Signed by **LINDA CLINTON**  
by her attorney

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under a power or attorney dated  
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in the presence of:

Signed by **DEREK ROBERTS**  
by his attorney

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under a power or attorney dated  
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in the presence of:

Signed by **LEIGH ROBERTS**  
by his attorney

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under a power or attorney dated  
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in the presence of:

