

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of May 31, 2001 among DAYTON SUPERIOR CORPORATION, an Ohio corporation ("Buyer"), ANCONCCL INC., a Washington corporation (the "Company"), and NEWMOND BUILDING PRODUCTS LIMITED, an English company ("Seller"), under the following circumstances:

A. The Company is engaged in the business (the "Business") of manufacturing and selling rebar coupler/splice products and distributing precast concrete pre-stressing and pre-tensioning products .

B. Seller owns all of the outstanding capital shares of the Company.

C. Buyer desires to purchase, and Seller desires to sell, all of the outstanding capital shares of the Company on the terms set forth herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

For all purposes of this Agreement, the terms set forth below shall be defined as follows:

"Accounting Firm" has the meaning given that term in Section 2.03(d).

"Accounting Principles" means the accounting principles applied by Seller in preparing the Financial Statements. The Accounting Principles are described on Schedule 3.07.

"Agreement" means this Share Purchase Agreement.

"Americas" means North America, Central America, South America and the Caribbean region.

"Americas Agreement" means the Agreement between Ancon CCL Limited dated October 14, 1994, as varied pursuant to a Supplemental Agreement dated May 11, 2001 (and known under such Supplemental Agreement as the "Americas Agreement") and pursuant to a Novation Agreement among Ancon CCL Limited, the Company and Metal-Bond Technology Limited.

"Balance Sheet Date" means December 31, 2000.

"Baxi" means Baxi Group Limited, an English company (Reg. No. 4061959), which, directly or indirectly, owns all of the outstanding shares of Holdings and Seller.

"Lien" means any mortgage, pledge, charge, security interest or other encumbrance upon, or conditional assignment of, any property or assets.

"Material Adverse Effect" means a material adverse effect on the financial condition, results of operations, business or prospects of the Company taken as a whole. In furtherance and not in limitation of the foregoing, a change having a Material Adverse Effect shall be considered to have occurred or been sustained in the event of a change in the nature or extent of existing litigation or claims or a diminishment in the amount or scope of insurance coverage applicable to litigation or claims (including, without limitation, as a result of denial or withdrawal of coverage by an insurer) if such change or diminishment has a material adverse effect on the financial condition, results of operations, business or prospects of the Company.

"May 31 Net Working Capital" means the Net Non-Cash Working Capital of the Company as of May 31, 2001, determined and calculated consistent with the manner in which the Net Non-Cash Working Capital of the Company for each of the eleven preceding calendar months was determined and calculated, as shown on Schedule 2.03.

"Most Recent Balance Sheet" means the balance sheet of the Company as of April 30, 2001, which is included in the Financial Statements.

"Net Non-Cash Working Capital" means, with respect to any date prior to the Closing, the amount shown on the "Net Working Capital" line under the headings "Current Period, Actual" in the "Capital Employed" page of the Company's monthly internal management financial package, as adjusted: (i) to eliminate the intergroup trading account shown on such page, and (ii) to add back as a liability an amount owed to an affiliate of Seller representing royalties with respect to the MBT coupler license accrued at a rate not to exceed 5% over a period of not more than two months. A summary of the Net Non-Cash Working Capital of the Company as of the end of each of the months from May, 2000 through April, 2001, together with the "Capital Employed" pages for each such month are included in Schedule 2.03.

"Notice of Disagreement" has the meaning given that term in Section 2.03(b).

"Permits" has the meaning given that term in Section 3.14.

"Permitted Encumbrance" means Liens with respect to current taxes not yet delinquent or which are being contested in good faith by appropriate proceedings.

"Proprietary Rights" means patents, trademarks, service marks, trade names, copyrights, brand names, logos and domain names (including all registrations and applications therefor) which relate to or are used in the Business or which are owned by the Company and all other intellectual property, trade secrets, formulae, drawings and processes which are used in the Business or which are owned by the Company.

"Proprietary Rights License" means any agreement under which the Company: (i) obtains any right to use Proprietary Rights or any right to provide Proprietary Rights to any other

(b) The Company has good and marketable title to all of the Properties and all other assets reflected on the Most Recent Balance Sheet and a valid leasehold interest in all of the Leased Properties, free and clear of all Liens, except: (i) Permitted Encumbrances; (ii) inventory disposed of and accounts receivable collected, in the ordinary course of business since the date of the Most Recent Balance Sheet, and (iii) other assets disposed of since the date of the Most Recent Balance Sheet which either were not required by the Company for the operation of the Business consistent with past practices or were replaced with other assets performing the same or similar functions. All of the Properties and the Leased Properties are in operating condition and are adequate and suitable for the purposes for which they currently are used by the Company.

(c) Except as otherwise set forth on Schedule 3.16: (i) the water, electric, gas and sewer utility services and the septic tank and storm drainage facilities currently available to all real property leased by the Company are sufficient for the continued operation of the Business in substantially the same manner as it has been operated by the Company in the past; (ii) neither the Company, Seller nor Baxi has received any notice that any Governmental Entity having the power of eminent domain or condemnation over any of the real property leased by the Company has commenced or intends to exercise the power of eminent domain or condemnation or a similar power with respect to all or any part of such real property; (iii) to the Knowledge of Seller, no assessment for public improvements has been made against any of the real property leased by the Company on which any installment is due and payable and remains unpaid; and (iv) no notice from any Government Entity has been received by the Company, Seller or Baxi or, to the Knowledge of Seller, has been served upon any of the real property leased by the Company requiring or calling attention to the need for any work, repair, construction, alteration or installation on or in connection therewith which has not been complied with in full prior to the date of this Agreement.

3.17 Receivables; Inventory. Each of the Receivables has arisen in the ordinary course of business from bona fide, arms-length transactions. Except as otherwise described on Schedule 3.17, all of the Inventory is located at the facilities of the Company.


3.18 Proprietary Rights. Set forth on Schedule 3.18 is a complete list of all material Proprietary Rights which are used in the conduct of the business of the Company or which are necessary for the conduct of the business of the Company in the manner in which such business heretofore has been conducted, together with a summary description of such Proprietary Rights and full information concerning the filing, registration, issuance or licensing thereof. Except as otherwise described on Schedule 3.18, the Company owns or otherwise has the full right to use all such Proprietary Rights. The use of such Proprietary Rights by the Company does not infringe upon the rights of any other party, and no claim of such infringement is pending or, to the Knowledge of Seller, threatened. No licenses, sublicenses, or agreements with respect to such Proprietary Rights have been granted or entered into by the Company, except pursuant to Proprietary Rights Licenses listed on Schedule 3.12.

3.19 Insurance. Set forth on Schedule 3.19 is a description (including applicable deductible amounts and limitations) of all insurance maintained by the Company. The Company has delivered to Buyer copies of all insurance policies currently in force and all prior insurance policies which may provide coverage for any pending or known but unasserted claims against the

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first written above.

"Buyer"

DAYTON SUPERIOR CORPORATION

By 
Name: John A. Ciccarelli
Title: Chairman, President & CEO

"The Company"

ANCONCCL INC.

By _____
Name:
Title:

"Seller"

NEWMOND BUILDING PRODUCTS LIMITED

By _____
Name:
Title:

In order to induce Buyer to enter into and perform this Agreement, Newmond (UK) Holdings Limited hereby becomes a party to this Agreement solely for the purpose of absolutely and unconditionally guaranteeing the full payment and performance by Seller promptly when due of all obligations of Seller under the Agreement (including, without limitation, the obligations of Seller under Article 10 of this Agreement). This guaranty is a guaranty of payment and not of collection. No modification, amendment, extension or waiver under this Agreement shall affect the obligations of Holdings hereunder.

"Holdings"

NEWMOND (UK) HOLDINGS LIMITED

By _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first written above.

"Buyer"

DAYTON SUPERIOR CORPORATION

By _____

Name:

Title:

"The Company"

ANCONCCL INC.

By T.A. Park

Name: T.A. PARK

Title: Authorized Agent

"Seller"

NEWMOND BUILDING PRODUCTS LIMITED

By T.A. Park

Name: T.A. PARK

Title: ATTORNEY-IN-FACT

In order to induce Buyer to enter into and perform this Agreement, Newmond (UK) Holdings Limited hereby becomes a party to this Agreement solely for the purpose of absolutely and unconditionally guaranteeing the full payment and performance by Seller promptly when due of all obligations of Seller under the Agreement (including, without limitation, the obligations of Seller under Article 10 of this Agreement). This guaranty is a guaranty of payment and not of collection. No modification, amendment, extension or waiver under this Agreement shall affect the obligations of Holdings hereunder.

"Holdings"

NEWMOND (UK) HOLDINGS LIMITED

By T.A. Park

Name: T.A. PARK

Title: ATTORNEY-IN-FACT