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DATED 20th June, 1996

DANNY BUELLENS
(the Seller)

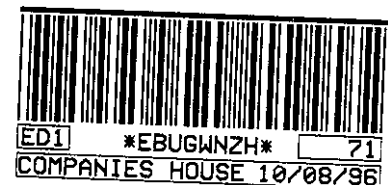
and

BURNFIELD PLC
(the Purchaser)

AGREEMENT
for the Purchase of 10 per cent
of the Issued Share Capital of
BETA INSTRUMENT EUROPE N.V.

SLAUGHTER AND MAY
35 Basinghall Street
London EC2V 5DB

(Ref: FM/TMR)



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THIS AGREEMENT is made on 20th June, 1996

BETWEEN:-

1. DANNY ALBERT BUELLENS of Hulst 160, B-1745 Opwijk, Belgium (the "Seller")

AND

2. BURNFIELD PLC of 12 Hockley Court, Hockley Heath, Solihull, West Midlands, B94 6NW (registered in England No. 1522746) (the "Purchaser").

WHEREAS:-

- (A) The Seller has agreed to sell and the Purchaser has agreed to purchase the Shares (as defined in this agreement) in each case on the terms and subject to the conditions of this agreement.
- (B) The Purchaser and the Seller have agreed that the consideration for the shares payable by the Purchaser shall be as described in Clause 4.

NOW IT IS HEREBY AGREED as follows:-

1. Interpretation

1.1 In this agreement and the schedules to it:-

"Business Information"	means all information, know-how and records (whether or not confidential and in whatever form held) relating to the Company;
"Company"	means Beta Instrument Europe N.V. a company registered in Belgium under number 453337;
"Completion"	means completion of the sale and purchase of the Shares under this agreement;
"Completion Date"	means the day on which the last of the conditions listed in clause 3.1 shall have been satisfied, waived or deferred or such other date as the parties may agree but, in any event, no later than 31st August, 1996.
"Group"	means Beta Instrument Company Limited and any of its subsidiaries (as that term is defined in the Companies Act 1985);

“Main Share Purchase Agreement”	means the agreement of even date with this agreement between the Purchaser (1) and the Seller and the other sellers (2) for the sale of all the issued share capital in Beta Instrument Company Limited;
“Purchaser’s Solicitors”	means Slaughter and May;
“Shares”	means 126 ordinary shares of BF1000 each in the capital of the Company;
“Warranties”	means the representations and warranties set out in the Schedule given by the Seller and “Warranty” shall be construed accordingly.

1.2 In this agreement, unless otherwise specified:-

- (A) references to clauses, sub-clauses and the schedule are to clauses, sub-clauses of, and the schedule to, this agreement;
- (B) headings to clauses and the schedule are for convenience only and do not affect the interpretation of this agreement;
- (C) the schedule forms part of this agreement and shall have the same force and effect as if expressly set out in the body of this agreement, and any reference to this agreement shall include the schedule.

2. Sale and Purchase

- 2.1 The Seller shall sell and the Purchaser shall purchase the Shares with all rights attached or accruing to them at Completion.
- 2.2 The Seller has the right to transfer legal and beneficial title to the Shares.
- 2.3 The Shares shall be free from all charges and encumbrances and from all other rights exercisable by or claims by third parties.
- 2.4 The Purchaser shall be entitled to exercise all rights attached or accruing to the Shares including, without limitation, the right to receive all dividends, distributions or any return of capital declared, paid or made by the Company on or after the date of this agreement.
- 2.5 The Seller waives all rights of pre-emption over any of the Shares conferred upon the Seller by the statutes of the Company or in any other way and undertakes to take all steps necessary to ensure that any rights of pre-emption over any of the Shares are waived.

- 2.6 For the avoidance of doubt, Part 1 Law of Property (Miscellaneous Provisions) Act 1994 shall not apply for the purposes of this clause.

3. Conditions

- 3.1 The obligations of the parties are in all respects conditional upon:-

- (A) A transfer to the Purchaser of the Shares being permitted under the articles of the Company;
- (B) The Seller having complied fully with his obligations in clause 8 (Conduct of Business before Completion);
- (C) Completion having occurred under the Main Share Purchase Agreement;
- (D) No order or judgment of any court or governmental, statutory or regulatory body in Belgium or the United Kingdom or elsewhere having been issued or made prior to Completion which has the effect of making the acquisition by the Purchaser of the Shares or any of them unlawful or otherwise prohibiting the Purchaser from acquiring the Shares or any of them on the Completion Date.

- 3.2 The Seller will use all reasonable endeavours to fulfil or procure the fulfilment of the conditions listed in clause 3.1 and will notify the Purchaser immediately upon the satisfaction of such conditions.

- 3.3 The Purchaser may waive in whole or in part condition (B) listed in clause 3.1.

- 3.4 If any of the conditions is not fulfilled (notwithstanding the required reasonable endeavours in sub-clause 3.2) or waived by the Purchaser, on or before the Completion Date, the Purchaser shall be entitled to treat this agreement as terminated.

- 3.5 If the agreement is terminated in accordance with sub-clause 3.4, all obligations of the Purchaser under this agreement shall end PROVIDED that rights and liabilities of the parties which have accrued prior to termination shall subsist.

4. Consideration

The total consideration for the sale of the Shares shall be £123,500 which shall be payable by the issue and allotment of 100,406 ordinary shares of 10p each of the Purchaser credited as fully paid up, in accordance with clause 5 (Completion).

5. Completion

- 5.1 Completion shall take place on the Completion Date at the offices of the Purchaser's Solicitors at 35 Basinghall Street, London EC2V 5DB immediately following the Completion of the Main Share Purchase Agreement.
- 5.2 At Completion the Seller shall deliver to the Purchaser or the Purchaser's Solicitors:-
- (A) duly executed transfers in respect of the Shares in favour of the Purchaser or such person as the Purchaser may nominate and share certificates for the Shares in the name of the Seller and any power of attorney under which any transfer is executed on behalf of the Seller or nominee; and
 - (B) such waivers or consents as the Purchaser may require to enable the Purchaser or its nominees to be registered as holders of the Shares.
- 5.3 Upon compliance by the Seller in full with the requirements of sub-clause 5.2 the Purchaser shall make payment of the consideration for the Shares in accordance with clause 4.
- 5.4 The Purchaser shall not be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all the Shares is completed simultaneously.
- 5.5 If the obligations of the Seller under sub-clause 5.2 are not complied with on the Completion Date the Purchaser may:-
- (A) defer Completion (so that the provisions of this clause 5 shall apply to Completion as so deferred); or
 - (B) proceed to Completion as far as practicable (without limiting its rights under this agreement); or
 - (C) treat this agreement as terminated for breach of a condition.

6. Seller's Warranties and Covenants

- 6.1 The Seller represents and warrants to the Purchaser that save to the extent fairly disclosed in writing prior to the date of this agreement each of the Warranties is accurate in all respects and not misleading at the date of this agreement and that the Warranties contained in the Schedule will be accurate in all respects and not misleading at the Completion Date as if repeated on such day by reference to facts and circumstances then subsisting.
- 6.2 The Seller accepts that the Purchaser is entering into this agreement in reliance upon the Warranties made by the Seller and that accordingly the Purchaser has been induced to enter into this agreement.

6.3 The Seller undertakes (if any claim is made against him in connection with the sale of the Shares to the Purchaser) not to make any claim against the Company or any director, employee or adviser of the Company on whom he may have relied before agreeing to any terms of this agreement.

6.4 Each of the Warranties shall be construed as a separate and independent warranty and (except where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other Warranty or any other term of this agreement.

6.5 If in respect of or in connection with any breach of any of the Warranties or any facts or matters warranted not being true and being misleading any amount payable to the Purchaser by the Seller or and whether under this clause or otherwise) is subject to taxation, such payable amounts shall be paid to the Purchaser by the Seller so as to ensure that the net amount received by the Purchaser is equal to the full amount payable to the Purchaser under this agreement.

7. Purchaser's Remedies and Seller's Limitations on Liability

7.1 Subject to sub-clause 7.2 and except where the Purchaser rescinds or terminates this agreement pursuant to sub-clause 7.3(A) or 7.3(B), the Purchaser shall be entitled to claim both before and after Completion that any of the Warranties has or had been breached or is or was misleading and, without limitation, to claim under any covenant even if the Purchaser knew or could have discovered on or before Completion that the Warranty in question had been breached or was misleading and (in accordance with clause 11 (Effect of Completion)) Completion shall not in any way constitute a waiver of any of the Purchaser's rights.

7.2 (A) No claim in respect of any of the Warranties (referred to in this clause as "a relevant claim") will be made unless written notice, containing such details of the claim as are then available to the Purchaser, is given to the Seller before the first anniversary of the Completion Date.

(B) The aggregate amount of the liability of the Seller in respect of all relevant claims will not exceed the sum of £123,500 provided that if any sum paid by the Seller to the Purchaser in respect of a relevant claim or any other such claim is subsequently reimbursed to the Seller by the Purchaser or a third party, such reimbursed amount shall be deducted in computing whether the aggregate maximum liability of the Seller as aforesaid has been reached.

(C) Any sum recovered from the Seller pursuant to any relevant claim will be deemed to be a reduction of the consideration payable under clause 4 of this agreement.

7.3 (A) If, between the time of this agreement and Completion, the Purchaser becomes aware that any of the Warranties is or was untrue or misleading, the Purchaser may rescind this agreement by notice in writing to the Seller.

(B) If, between the time of this agreement and Completion, the Purchaser becomes aware that:-

- (i) there has been any breach of the Warranties; or
- (ii) any other term of this agreement;

the Purchaser shall be entitled to treat this agreement as terminated from such time.

(C) If, following Completion, the Purchaser becomes aware that there has been any breach of the Warranties or any other term of this agreement the Purchaser shall not be entitled to treat this agreement as terminated but shall be entitled to claim damages or exercise any other right, power or remedy under this agreement or as otherwise provided by law.

8. Conduct of Business before Completion

The Seller will procure that, between the time of this agreement and Completion, the Company will carry on business in the normal course and not do anything which is not of a routine nature without the consent in writing of the Purchaser.

9. Restrictions on Seller's Business Activities

9.1 The Seller undertakes that he will not, either alone or in conjunction with or on behalf of any other person, do any of the following things:-

- (A) neither pending nor within two years after the Completion Date, be engaged or (except as the holder of shares in a listed company which confer not more than one per cent. of the votes which could normally be cast at a general meeting of the company) directly or indirectly interested in carrying on the business of the manufacture, marketing, sale or repair of instruments to measure the dimensional and electrical properties of cables and other extruded products or any business which competes with the business of the Company in Germany, Belgium, the other states of the European Union, the United States of America, South Korea, Japan or in any other part of the world;
- (B) disclose to any other person or (in any way which may be detrimental to the business of the Company or any other member of the Group as carried on at the Completion Date) use any information which is confidential Business Information for so long as that information remains confidential Business Information;
- (C) without limitation to the provisions of this clause, in relation to a business which is competitive or likely to be competitive with the business of the Company or any other member of the Group as carried on at the Completion

Date, use any trade or business name or distinctive mark, style or logo used by or in the business of any member of the Group at any time during the five years before Completion or anything intended or likely to be confused with it;

- (D) neither pending nor within two years after Completion, solicit the custom, in relation to goods or services sold to any person by the Company or any other member of the Group in the course of its business during the two years before the Completion Date, of that person in respect of similar goods or services;
- (E) neither pending nor within two years after Completion, solicit or entice away from the employment of the Company or any other member of the Group any person at present an employee of any member of the Company or any other member of the Group; nor
- (F) assist any other person to do any of the foregoing things,

PROVIDED THAT the Seller's obligations under Clause 9.1(A) and (D) and (insofar as the same relates to Clause 9.1(A) and/or (D)), Clause 9.1 (F) shall be reduced to a period of one year if following Completion his employment with or engagement by the Company is unlawfully terminated.

- 9.2 Each undertaking contained in this clause shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind the Seller.

10. Provision of Business Information

During the period of six years after Completion and without prejudice to any of the Warranties if any Business Information of the Company is not in the possession of the Purchaser or readily discoverable by the Purchaser but is in the possession or under the control of or available to the Seller, the Seller shall use all reasonable endeavours to procure that such Business Information is provided to the Purchaser promptly on request.

11. Effect of Completion

Any provision of this agreement and any other documents referred to in it which is capable of being performed after but which has not been performed at or before Completion and all Warranties and covenants and other undertakings contained in or entered into pursuant to this agreement shall remain in full force and effect notwithstanding Completion.

12. Remedies and Waivers

- 12.1 No delay or omission on the part of any party to this agreement in exercising any right, power or remedy provided by law or under this agreement or any other

documents referred to in it shall impair such right, power or remedy or operate as a waiver thereof.

12.2 The single or partial exercise of any right, power or remedy provided by law or under this agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

12.3 The rights, powers and remedies provided in this agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

13. Assignment

The rights or benefits of or under this agreement and any agreements referred to in clause 15 (Entire Agreement), including without limitation the Warranties, may be assigned (together with any cause of action arising in connection with any of them) by the Purchaser to its successor in title or any purchaser from the Purchaser or to a subsidiary or holding company, or a fellow subsidiary of the same holding company, of the Purchaser provided that if any such assignee shall at any time cease to be such a subsidiary, holding company or fellow subsidiary, then upon such cessation such rights and benefits shall be automatically re-assigned to the Purchaser. Obligations under this agreement shall not be assignable.

14. Further Assurance

The Seller shall from time to time at the Purchaser's cost, on being required to do so by the Purchaser, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form reasonably satisfactory to the Purchaser as the Purchaser may consider reasonably necessary to give full effect to this agreement and secure to the Purchaser the full benefit of the rights, powers and remedies conferred upon the Purchaser in this agreement.

15. Entire Agreement

15.1 This agreement constitutes the whole and only agreement between the parties relating to the sale and purchase of the Shares.

15.2 Each party acknowledges that in entering into this agreement on the terms set out herein, it is not relying upon any pre-contractual statement which is not expressly set out therein.

15.3 Neither of the parties shall have any right of action against the other party to this agreement arising out of or in connection with any pre-contractual statement (except in the case of fraud).

16. Notices

16.1 Any notice or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing. Any such notice or other communication shall be addressed as provided in sub-clause 16.2 and, if so addressed, shall be deemed to have been duly given or made as follows:-

- (A) if sent by personal delivery, upon delivery at the address of the relevant party;
- (B) if sent by first class post, two business days after the date of posting; and
- (C) if sent by facsimile, when despatched.

16.2 The relevant addressee, address, and facsimile number of each party for the purposes of this agreement are:-

<u>Name of party</u>	<u>Address</u>	<u>Facsimile No.</u>
<u>Purchaser</u>	12 Hockley Court Hockley Heath Solihull, West Midlands B94 6NW	01564 783868
<u>The Seller</u>	c/o Tarlo Lyons Watchmaker Court 33 St. John's Lane London EC1M 4DB (Ref: LSP/RLH/KMB)	

16.3 For the avoidance of doubt, the parties agree that the provisions of this clause shall not apply in relation to the service of Service Documents.

17. Announcements

17.1 Subject to sub-clause 17.2, no announcement concerning the sale of the Shares or any ancillary matter shall be made by the Seller without the prior written approval of the Purchaser, such approval not to be unreasonably withheld or delayed.

17.2 Either party may make an announcement concerning the sale of the Share or any ancillary matter if required by the law of any relevant jurisdiction or any securities exchange or regulatory or governmental body to which the Purchaser is subject, wherever situated, including (without limitation) the London Stock Exchange or the Panel on Takeovers and Mergers, whether or not the requirement has the force of law.

17.3 The restrictions contained in this clause shall continue to apply after Completion without limit in time.

18. Confidentiality

- 18.1 Subject to sub-clause 18.2, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this agreement which relates to the provisions of this agreement, the negotiations relating to this agreement, the subject matter of this agreement, or the other party.
- 18.2 Either party may disclose information which would otherwise be confidential if and to the extent:-
- (A) required by the law of any relevant jurisdiction;
 - (B) required by existing contractual obligations;
 - (C) required by any securities exchange or regulatory or governmental body to which the Purchaser is subject, wherever situated, including (without limitation) the London Stock Exchange or the Panel, whether or not the requirement for information has the force of law;
 - (D) required to vest the full benefit of this agreement in either party;
 - (E) disclosed to the professional advisers, auditors and bankers of each party;
 - (F) the information has come into the public domain through no fault of that party; or
 - (G) the other party has given prior written approval to the disclosure, such approval not to be unreasonably withheld or delayed,
- 18.3 The restrictions contained in this clause shall continue to apply after Completion of the sale and purchase of the Shares under this agreement without limit in time.

19. Costs and Expenses

Each party shall pay its own costs and expenses in relation to the negotiations leading up to the sale of the Shares and to the preparation, execution and carrying into effect of this agreement and all other documents referred to in it and the Seller confirms that no expense of whatever nature relating to the sale of the Shares has been or is to be borne by the Company.

20. Counterparts

This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute but one and the same instrument.

21. Time of Essence

Except as otherwise expressly provided, time is of the essence of this agreement.

22. Invalidity

If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:-

- (A) the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or
- (B) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.

23. Language

Each notice, demand, request, statement, instrument, certificate, or other communication given, delivered or made by one party to another under or in connection with this agreement shall be in English.

24. Choice of Governing Law

This agreement shall be governed by and construed in accordance with English law.

25. Jurisdiction

The parties to this agreement irrevocably agree that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this agreement and that accordingly any proceedings may be brought in such courts. Nothing contained in this clause shall limit the right of either party to take proceedings against the other party in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

26. Agent for Service

- 26.1 The Seller irrevocably agrees that any Service Document may be sufficiently and effectively served on him in connection with Proceedings in England and Wales by service on Tarlo Lyons, if no replacement agent with a place of business in England has been appointed and notified to the Purchaser pursuant to sub-clause 26.4, or on such replacement agent if one has been appointed and notified to the Purchaser.

- 26.2 Any Service Document served pursuant to this clause shall be marked for the attention of:-
- (A) Tarlo Lyons at the address specified in clause 16.2 or such other address within England as may be notified to the Purchaser by the Seller; or
 - (B) such other person as is appointed as agent for service pursuant to sub-clause 26.4 at the address notified pursuant to sub-clause 26.4.
- 26.3 Any document addressed in accordance with sub-clause 26.2 shall be deemed to have been duly served if:-
- (A) left at the specified address, when it is left; or
 - (B) sent by first class post, two Business Days after the date of posting.
- 26.4 If the agent referred to in sub-clause 26.1 (or any replacement agent appointed pursuant to this sub-clause) at any time ceases for any reason to act as such, the Seller shall appoint a replacement agent to accept service having an address for service in England or Wales and shall notify the Purchaser of the name and address of the replacement agent; failing such appointment and notification, the Purchaser shall be entitled by notice to the Seller to appoint such a replacement agent to act on his behalf.
- 26.5 A copy of any Service Document served on an agent pursuant to this clause shall be sent by post to the Seller at his address for the time being for the service of notices and other communications under clause 20 (Notices), but no failure or delay in so doing shall prejudice the effectiveness of service of the Service Document in accordance with the provisions of sub-clause 26.1.
- 26.6 **"Service Document"** means a writ, summons, order, judgment or other process issued out of the courts of England and Wales/document relating to or in connection with any Proceedings.

**Schedule
Representations and Warranties**

Referred to in clause 6 (Seller's Warranties and Covenants)

1. Ownership of the Shares and Capacity

- 1.1 The Seller is the sole beneficial owner of the Shares.
- 1.2 The Seller has the requisite power and authority to enter into and perform this agreement.
- 1.3 This agreement constitutes and the other documents executed by any Seller which are to be delivered at Completion will, when executed, constitute binding obligations of the Seller in accordance with their respective terms.
- 1.4 The execution and delivery of, and the performance by the Seller of his obligations under, this agreement will not:-
 - (A) result in a breach of, or constitute a default under, any instrument to which the Seller or the Company is a party or by which the Seller or the Company is bound; or
 - (B) result in a breach of any order, judgment or decree of any court or governmental agency to which any Seller or the Company is a party or by which any Seller or the Company is bound; or
 - (C) require the consent of the shareholders of the Company or of any other person.

2. Arrangements between the Company and the Seller

Except in respect of sums payable to the Seller under or in connection with his contract of employment with the Company (including any bonus payable) no indebtedness (actual or contingent) and, except in respect of the aforementioned contract of employment no contract or arrangement, is outstanding between any member of the Group and the Seller or any person connected with the Seller.

3. Other Interests of Sellers

Neither the Seller nor any person connected with any Seller has any interest, direct or indirect, in any business which competes with any business now carried on by any member of the Group or intends to acquire any such interest.

4. Options, Mortgages and Other Encumbrances

There is no option, right to acquire, mortgage, charge, pledge, lien or other form of security or encumbrance or equity on, over or affecting the Shares or any of them and there is no agreement or commitment to give or create any and no claim has been made by any person to be entitled to any.

5. Accuracy of Information

The following information (which has been given by the Seller to the Purchaser or to the solicitors, accountants or agents of the Purchaser in the course of the negotiations leading to this agreement) is true and accurate and not misleading.:

- (A) the unaudited financial statements for the period ended on 31st December, 1995 and the 3 months period ended 31st March, 1996; and
- (B) the disclosures set out in a memorandum dated 3rd June, 1996 from the Purchaser to the Seller regarding the Company and signed for identification purposes only by the Seller's solicitors.

AS WITNESS the hands of the parties or their duly authorised representatives the day
and year first above written

Signatures

SIGNED BY
DANNY ALBERT BUELLENS

D. Buellens

SIGNED BY
CLIVE SNOWDON
For and on behalf of
BURNFIELD PLC

C.Snowdon



[Handwritten signature]

(Above this line for Registrars only)



Consideration Money £ 660,000

Certificate lodged with the Registrar

(For completion by the Registrar/Stock Exchange)

Name of Under-taking.	Beta Instrument Company Limited		
Description of Security.	£1 Ordinary Shares		
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words	Figures	
	Sixty thousand one pound ordinary shares	60,000 £1 ordinary shares units of)	
Name(s) of registered holder(s) should be given in full: the address should be given where there is only one holder.	In the name(s) of		
	Keith Robson Kelmscott, Ridge Close, Woking, Surrey GU22 0PU		
If the transfer is made by the registered holder(s) insert also the name(s) and capacity (e.g. Executor(s)) of the person(s) making the transfer.			

I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below.

Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s)

Signature(s) of transferor(s)

1. *[Signature]*

2.

3.

4.

Date.....

Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred.

Please state title, if any, or whether Mr., Mrs., or Miss.

Please complete in type-writing or in Block Capitals.

BURNFIELD PLC
12 Hockley Court
Hockley Heath
Solihull B94 6NW

I/We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)

Stamp or name and address of person lodging this form (if other than the Buying Broker(s))

STOCK
TRANSFER
FORM

(Above this line for Registrars only)

Certificate lodged with the Registrar

Consideration Money £ 330,000

(For completion by the Registrar/Stock Exchange)

Name of Under-
taking.

Beta Instrument Company Limited

Description of
Security.

£1 Ordinary Shares

Number or amount
of Shares, Stock or
other security and,
in figures column
only, number and
denomination of
units, if any.

Words

Thirty thousand one pound ordinary shares

Figures

30,000 £1 ordinary
(shares units of)

Name(s) of re-
gistered holder(s)
should be given in
full: the address
should be given
where there is only
one holder.

In the name(s) of

Sally Christina Mason

5 Musgrave Road, Chinnor, Oxfordshire OX9 4PU

If the transfer is
not made by the
registered holder(s)
insert also the
name(s) and capacity
(e.g., Executor(s))
of the person(s)
making the transfer.

I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below.

Signature(s) of transferor(s)

1. X

S. Mason

2.

3.

4.

Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s)

Date.....

Full name(s) and full postal address(es) (including Country or, if applicable, Postal District number) of the person(s) to whom the security is transferred.

BURNFIELD PLC
12 Hockley Court
Hockley Heath
Solihull B95 6NW

Please state title, if any, or whether Mr., Mrs., or Miss.

Please complete in type-writing or in Block Capitals.

I/We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)

Stamp or name and address of person lodging this form (if other than the Buying Broker(s))

CONFORMED COPY

DATED 18th June, 1996

MICHAEL CONNERS

(the Seller)

and

BURNFIELD PLC

(the Purchaser)

AGREEMENT

for the Purchase of 10 per cent
of the Issued Share Capital of
BETA INSTRUMENT INC

SLAUGHTER AND MAY

35 Basinghall Street
London EC2V 5DB

(Ref: FM/TMR)

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THIS AGREEMENT is made on 20th June, 1996

BETWEEN:-

1. MICHAEL F. CONNERS of 9 Crowe Farm Lane, Norton, MA 02766, U.S.A. (the "**Seller**")

AND

2. BURNFIELD PLC of 12 Hockley Court, Hockley Heath, Solihull, West Midlands, B94 6NW (registered in England No. 1522746) (the "**Purchaser**").

WHEREAS:-

- (A) The Seller has agreed to sell and the Purchaser has agreed to purchase the Shares (as defined in this agreement) in each case on the terms and subject to the conditions of this agreement.
- (B) The Purchaser and the Seller have agreed that the consideration for the shares payable by the Purchaser shall be as described in Clause 4.

NOW IT IS HEREBY AGREED as follows:-

1. Interpretation

1.1 In this agreement and the schedules to it:-

"Business Information"	means all information, know-how and records (whether or not confidential and in whatever form held) relating to the Company;
"Company"	means Beta Instrument Inc. a company registered in Massachusetts, U.S.A. under number 00023403;
"Completion"	means completion of the sale and purchase of the Shares under this agreement;
"Completion Date"	means the day on which the last of the conditions listed in clause 3.1 shall have been satisfied, waived or deferred or such other date as the parties may agree but, in any event, no later than 31st August, 1996.
"Group"	means Beta Instrument Company Limited and any of its subsidiaries (as that term is defined in the Companies Act 1985);

“Main Share Purchase Agreement”	means the agreement of even date with this agreement between the Purchaser (1) and the sellers (2) for the sale of all the issued share capital in Beta Instrument Company Limited;
“Purchaser’s Solicitors”	means Slaughter and May;
“Shares”	means 100 shares of the common stock, one US Dollar (\$US1.00) par value of the Company;
“US\$” and “US Dollar”	means the lawful currency of the United States of America;
“Warranties”	means the representations and warranties set out in the Schedule given by the Seller and “Warranty” shall be construed accordingly.

1.2 In this agreement, unless otherwise specified:-

- (A) references to clauses, sub-clauses and the schedule are to clauses, sub-clauses of, and the schedule to, this agreement;
- (B) headings to clauses and the schedule are for convenience only and do not affect the interpretation of this agreement;
- (C) the schedule forms part of this agreement and shall have the same force and effect as if expressly set out in the body of this agreement, and any reference to this agreement shall include the schedule.

2. Sale and Purchase

- 2.1 The Seller shall sell and the Purchaser shall purchase the Shares with all rights attached or accruing to them at Completion.
- 2.2 The Seller has the right to transfer legal and beneficial title to the Shares.
- 2.3 The Shares shall be free from all charges and encumbrances and from all other rights exercisable by or claims by third parties.
- 2.4 The Purchaser shall be entitled to exercise all rights attached or accruing to the Shares including, without limitation, the right to receive all dividends, distributions or any return of capital declared, paid or made by the Company on or after the date of this agreement.
- 2.5 The Seller waives all rights of pre-emption over any of the Shares conferred upon the Seller by the Articles of Organisation and the Bylaws of the Company or in any other way

and undertakes to take all steps necessary to ensure that any rights of pre-emption over any of the Shares are waived.

- 2.6 For the avoidance of doubt, Part 1 Law of Property (Miscellaneous Provisions) Act 1994 shall not apply for the purposes of this clause.

3. Conditions

- 3.1 The obligations of the Purchaser are in all respects conditional upon:-

- (A) A transfer to the Purchaser of the Shares being permitted under the articles of the Company;
- (B) The Seller having complied fully with his obligations in clause 8 (Conduct of Business before Completion);
- (C) Completion having occurred under the Main Share Purchase Agreement;
- (D) No order or judgement of any court or governmental, statutory or regulatory body in the United States of America or the United Kingdom or elsewhere having been issued or made prior to Completion which has the effect of making the acquisition by the Purchaser of the Shares or any of them unlawful or otherwise prohibiting the Purchaser from acquiring the Shares or any of them on the Completion Date.

- 3.2 The Seller will use all reasonable endeavours to fulfil or procure the fulfilment of the conditions listed in clause 3.1 and will notify the Purchaser immediately upon the satisfaction of such conditions.

- 3.3 The Purchaser may waive in whole or in part each or either of conditions (B) and (C) listed in clause 3.1.

- 3.4 If any of the conditions is not fulfilled (notwithstanding the required reasonable endeavours in sub-clause 3.2) or waived by the Purchaser, on or before the Completion Date, the Purchaser shall be entitled to treat this agreement as terminated.

- 3.5 If the agreement is terminated in accordance with sub-clause 3.4, all obligations of the Purchaser under this agreement shall end PROVIDED that rights and liabilities of the parties which have accrued prior to termination shall subsist.

4. Consideration

The total consideration for the sale of the Shares shall be £97,500 which shall be payable by the issue and allotment of 79,000 ordinary shares of 10p each of the Purchaser credited as fully paid up, in accordance with clause 5 (Completion).

5. Completion

5.1 Completion shall take place on the Completion Date at the offices of the Purchaser's Solicitors at 35 Basinghall Street, London EC2V 5DB immediately following the Completion of the Main Share Purchase Agreement.

5.2 At Completion the Seller shall:-

(A) deliver to the Purchaser or the Purchaser's Solicitors:-

(i) duly executed transfers in respect of the Shares in favour of the Purchaser or such person as the Purchaser may nominate and share certificates for the Shares in the name of the Seller and any power of attorney under which any transfer is executed on behalf of the Seller or nominee; and

(ii) such waivers or consents as the Purchaser may require to enable the Purchaser or its nominees to be registered as holders of the Shares.

(B) participate in a board meeting of the Company to be held at which it shall be resolved that the transfer relating to the Shares shall be approved for registration and (subject only to the transfer being duly stamped (if applicable)) the transferee registered as the holder of the Shares in the register of members.

5.3 Upon compliance by the Seller in full with the requirements of sub-clause 5.2 the Purchaser shall make payment of the consideration for the Shares in accordance with clause 4.

5.4 The Purchaser shall not be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all the Shares is completed simultaneously.

5.5 If the obligations of the Seller under sub-clause 5.2 are not complied with on the Completion Date the Purchaser may:-

(A) defer Completion (so that the provisions of this clause 5 shall apply to Completion as so deferred); or

(B) proceed to Completion as far as practicable (without limiting its rights under this agreement); or

(C) treat this agreement as terminated for breach of a condition.

5.6 In accordance with and without limitation to clause 12 (Remedies and Waivers), the Seller undertakes to indemnify the Purchaser against any loss, expense or damage which it may suffer as a result of any document delivered to it pursuant to this clause being invalid or for any other reason ineffective for its purpose.

6. Seller's Warranties and Covenants

- 6.1 The Seller represents and warrants to the Purchaser that save to the extent fairly disclosed in writing prior to the date of this agreement each of the Warranties is accurate in all respects and not misleading at the date of this agreement and that the Warranties contained in the Schedule will be accurate in all respects and not misleading at the Completion Date as if repeated on such day by reference to facts and circumstances then subsisting.
- 6.2 The Seller accepts that the Purchaser is entering into this agreement in reliance upon the Warranties made by the Seller with the intention of inducing the Purchaser to enter into this agreement and that accordingly the Purchaser has been induced to enter into this agreement.
- 6.3 The Seller undertakes (if any claim is made against him in connection with the sale of the Shares to the Purchaser) not to make any claim against the Company or any director, employee or adviser of the Company on whom he may have relied before agreeing to any terms of this agreement.
- 6.4 Each of the Warranties shall be construed as a separate and independent warranty and (except where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other Warranty or any other term of this agreement.
- 6.5 If in respect of or in connection with any breach of any of the Warranties or any facts or matters warranted not being true and being misleading any amount payable to the Purchaser by the Seller or and whether under this clause or otherwise) is subject to taxation, such payable amounts shall be paid to the Purchaser by the Seller so as to ensure that the net amount received by the Purchaser is equal to the full amount payable to the Purchaser under this agreement.

7. Purchaser's Remedies and Seller's Limitations on Liability

- 7.1 Subject to sub-clause 7.2 the Purchaser shall be entitled to claim both before and after Completion that any of the Warranties has or had been breached or is or was misleading and, without limitation, to claim under any covenant even if the Purchaser knew or could have discovered on or before Completion that the Warranty in question had been breached or was misleading and (in accordance with clause 11 (Effect of Completion)) Completion shall not in any way constitute a waiver of any of the Purchaser's rights.
- 7.2 (A) No claim in respect of any of the Warranties (referred to in this clause as "a relevant claim") will be made unless written notice, containing such details of the claim as are then available to the Purchaser, is given to the Seller before the second anniversary of the Completion Date.
- (A) The aggregate amount of the liability of the Seller in respect of all relevant claims will not exceed the sum of £97,500 provided that if any sum paid by the Seller to

the Purchaser in respect of a relevant claim or any other such claim is subsequently reimbursed to the Seller by the Purchaser or a third party, such reimbursed amount shall be deducted in computing whether the aggregate maximum liability of the Seller as aforesaid has been reached.

- (B) Any sum recovered from the Seller pursuant to any relevant claim will be deemed to be a reduction of the consideration payable under clause 4 of this agreement.
- 7.3 (A) If, between the time of this agreement and Completion, the Purchaser becomes aware that any of the Warranties is or was untrue or misleading, the Purchaser may rescind this agreement by notice in writing to the Seller.
- (C) If, between the time of this agreement and Completion, the Purchaser becomes aware that:-
- (i) there has been any breach of the Warranties; or
 - (ii) any other term of this agreement;
- the Purchaser shall be entitled to treat this agreement as terminated from such time.
- (D) If, following Completion, the Purchaser becomes aware that there has been any breach of the Warranties or any other term of this agreement the Purchaser shall not be entitled to treat this agreement as terminated but shall be entitled to claim damages or exercise any other right, power or remedy under this agreement or as otherwise provided by law.

8. Conduct of Business before Completion

The Seller will procure that, between the time of this agreement and Completion, the Company will carry on business in the normal course and not do anything which is not of a routine unimportant nature without the consent in writing of the Purchaser.

9. Restrictions on Seller's Business Activities

- 9.1 The Seller undertakes that he will not, either alone or in conjunction with or on behalf of any other person, do any of the following things:-
- (A) neither pending nor within two years after the Completion Date, be engaged or (except as the holder of shares in a listed company which confer not more than one per cent. of the votes which could normally be cast at a general meeting of the company) directly or indirectly interested in carrying on the business of the manufacture, marketing, sale or repair of instruments to measure the dimensional and electrical properties of cables and other extruded products or any business which competes with the business of the Company in North America or South America;

- (B) disclose to any other person or (in any way which may be detrimental to the business of the Company or any other member of the Group as carried on at the Completion Date) use any information which is confidential Business Information for so long as that information remains confidential Business Information;
- (C) without limitation to the provisions of this clause, in relation to a business which is competitive or likely to be competitive with the business of the Company or any other member of the Group as carried on at the Completion Date, use any trade or business name or distinctive mark, style or logo used by or in the business of any member of the Group at any time during the five years before Completion or anything intended or likely to be confused with it whether or not registered;
- (D) neither pending nor within two years after Completion, solicit the custom, in relation to goods or services sold to any person by the Company or any other member of the Group in the course of its business during the two years before the Completion Date, of that person in respect of similar goods or services;
- (E) neither pending nor within two years after Completion, solicit or entice away from the employment of the Company or any other member of the Group any person at present an employee of any member of the Company or any other member of the Group; nor
- (F) assist any other person to do any of the foregoing things.

9.2 Each undertaking contained in this clause shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind the Seller.

10. Provision of Business Information

During the period of six years after Completion and without prejudice to any of the Warranties if any Business Information of the Company is not in the possession of the Purchaser or readily discoverable by the Purchaser but is in the possession or under the control of or available to the Seller, the Seller shall procure that such Business Information is provided to the Purchaser promptly on request.

11. Effect of Completion

Any provision of this agreement and any other documents referred to in it which is capable of being performed after but which has not been performed at or before Completion and all Warranties and covenants and other undertakings contained in or entered into pursuant to this agreement shall remain in full force and effect notwithstanding Completion.

12. Remedies and Waivers

- 12.1 No delay or omission on the part of any party to this agreement in exercising any right, power or remedy provided by law or under this agreement or any other documents referred to in it shall impair such right, power or remedy or operate as a waiver thereof.
- 12.2 The single or partial exercise of any right, power or remedy provided by law or under this agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 12.3 The rights, powers and remedies provided in this agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

13. Assignment

The rights or benefits of or under this agreement and any agreements referred to in clause 15 (Entire Agreement), including without limitation the Warranties, may be assigned (together with any cause of action arising in connection with any of them) by the Purchaser to its successor in title or any purchaser from the Purchaser or to a subsidiary or holding company, or a fellow subsidiary of the same holding company, of the Purchaser. Obligations under this agreement shall not be assignable.

14. Further Assurance

The Seller shall from time to time at his own cost, on being required to do so by the Purchaser, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the Purchaser as the Purchaser may reasonably consider necessary for giving full effect to this agreement and securing to the Purchaser the full benefit of the rights, powers and remedies conferred upon the Purchaser in this agreement.

15. Entire Agreement

- 15.1 This agreement constitutes the whole and only agreement between the parties relating to the sale and purchase of the Shares.
- 15.2 Each party acknowledges that in entering into this agreement on the terms set out herein, it is not relying upon any pre-contractual statement which is not expressly set out therein.
- 15.3 Neither of the parties shall have any right of action against the other party to this agreement arising out of or in connection with any pre-contractual statement (except in the case of fraud).

16. Notices

- 16.1 Any notice or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing. Any such notice or other

communication shall be addressed as provided in sub-clause 16.2 and, if so addressed, shall be deemed to have been duly given or made as follows:-

- (A) if sent by personal delivery, upon delivery at the address of the relevant party;
- (B) if sent by first class post, two Business Days after the date of posting; and
- (C) if sent by facsimile, when despatched.

16.2 The relevant addressee, address, and facsimile number of each party for the purposes of this agreement are:-

<u>Name of party</u>	<u>Address</u>	<u>Facsimile No.</u>
<u>Purchaser</u>	12 Hockley Court Hockley Heath Solihull, West Midlands B94 6NW	01564 783868
<u>The Seller</u>	c/o Mr Dave Purdom Merrill Lynch 3rd Floor 207 Farmingdon Road London, England EC1M 3NH	

16.3 For the avoidance of doubt, the parties agree that the provisions of this clause shall not apply in relation to the service of Service Documents.

17. Announcements

17.1 Subject to sub-clause 17.2, no announcement concerning the sale of the Shares or any ancillary matter shall be made by the Seller without the prior written approval of the Purchaser, such approval not to be unreasonably withheld or delayed.

17.2 Either party may make an announcement concerning the sale of the Share or any ancillary matter if required by the law of any relevant jurisdiction or any securities exchange or regulatory or governmental body to which the Purchaser is subject, wherever situated, including (without limitation) the London Stock Exchange or the Panel on Takeovers and Mergers, whether or not the requirement has the force of law.

17.3 The restrictions contained in this clause shall continue to apply after Completion without limit in time.

18. Confidentiality

- 18.1 Subject to sub-clause 18.2, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this agreement which relates to the provisions of this agreement, the negotiations relating to this agreement, the subject matter of this agreement, or the other party.
- 18.2 Either party may disclose information which would otherwise be confidential if and to the extent:-
- (A) required by the law of any relevant jurisdiction;
 - (B) required by existing contractual obligations;
 - (C) required by any securities exchange or regulatory or governmental body to which the Purchaser is subject, wherever situated, including (without limitation) the London Stock Exchange or the Panel, whether or not the requirement for information has the force of law;
 - (D) required to vest the full benefit of this agreement in either party;
 - (E) disclosed to the professional advisers, auditors and bankers of each party;
 - (F) the information has come into the public domain through no fault of that party; or
 - (G) the other party has given prior written approval to the disclosure, such approval not to be unreasonably withheld or delayed,
- 18.3 The restrictions contained in this clause shall continue to apply after Completion of the sale and purchase of the Shares under this agreement without limit in time.

19. Costs and Expenses

Each party shall pay its own costs and expenses in relation to the negotiations leading up to the sale of the Shares and to the preparation, execution and carrying into effect of this agreement and all other documents referred to in it and the Seller confirms that no expense of whatever nature relating to the sale of the Shares has been or is to be borne by the Company.

20. Counterparts

This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute but one and the same instrument.

21. Time of Essence

Except as otherwise expressly provided, time is of the essence of this agreement.

22. Invalidity

If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:-

- (A) the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or
- (B) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.

23. Language

Each notice, demand, request, statement, instrument, certificate, or other communication given, delivered or made by one party to another under or in connection with this agreement shall be in English.

24. Choice of Governing Law

This agreement shall be governed by and construed in accordance with English law.

25. Jurisdiction

The parties to this agreement irrevocably agree for the exclusive benefit of the Purchaser that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this agreement and that accordingly any proceedings may be brought in such courts. Nothing contained in this clause shall limit the right of the Purchaser to take proceedings against the Seller in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

26. Agent for Service

- 26.1 The Seller irrevocably agrees that any Service Document may be sufficiently and effectively served on him in connection with Proceedings in England and Wales by service on Mr Dave Purdom, if no replacement agent with a place of business in England has been appointed and notified to the Purchaser pursuant to sub-clause 26.4, or on such replacement agent if one has been appointed and notified to the Purchaser.

- 26.2 Any Service Document served pursuant to this clause shall be marked for the attention of:-
- (A) Mr Dave Purdom at the address specified in clause 16.2 or such other address within England as may be notified to the Purchaser by the Seller; or
 - (B) such other person as is appointed as agent for service pursuant to sub-clause 26.4 at the address notified pursuant to sub-clause 26.4.
- 26.3 Any document addressed in accordance with sub-clause 26.2 shall be deemed to have been duly served if:-
- (A) left at the specified address, when it is left; or
 - (B) sent by first class post, two Business Days after the date of posting.
- 26.4 If the agent referred to in sub-clause 26.1 (or any replacement agent appointed pursuant to this sub-clause) at any time ceases for any reason to act as such, the Seller shall appoint a replacement agent to accept service having an address for service in England or Wales and shall notify the Purchaser of the name and address of the replacement agent; failing such appointment and notification, the Purchaser shall be entitled by notice to the Seller to appoint such a replacement agent to act on his behalf.
- 26.5 A copy of any Service Document served on an agent pursuant to this clause shall be sent by post to the Seller at his address for the time being for the service of notices and other communications under clause 20 (Notices), but no failure or delay in so doing shall prejudice the effectiveness of service of the Service Document in accordance with the provisions of sub-clause 26.1.
- 26.6 **“Service Document”** means a writ, summons, order, judgement or other process issued out of the courts of England and Wales/document relating to or in connection with any Proceedings.

Schedule
Representations and Warranties

Referred to in clause 6 (Seller's Warranties and Covenants)

1. Ownership of the Shares and Capacity

- 1.1 The Seller is the sole beneficial owner of the Shares.
- 1.2 The Seller has the requisite power and authority to enter into and perform this agreement.
- 1.3 This agreement constitutes and the other documents executed by the Seller which are to be delivered at Completion will, when executed, constitute binding obligations of the Seller in accordance with their respective terms.
- 1.4 The execution and delivery of, and the performance by the Seller of his obligations under, this agreement will not:-
 - (A) result in a breach of any provision of the Bylaws, Articles of Organisation or any shareholder agreement pertaining to the Company; or
 - (B) result in a breach of, or constitute a default under, any instrument to which the Seller or the Company is a party or by which the Seller or the Company is bound; or
 - (C) result in a breach of any order, judgement or decree of any court or governmental agency to which any Seller or the Company is a party or by which any Seller or the Company is bound; or
 - (D) require the consent of the shareholders of the Company or of any other person.

2. Arrangements between the Company and the Seller

No indebtedness (actual or contingent) and no contract or arrangement is outstanding between any member of the Group and the Seller or any person connected with the Seller.

3. Other Interests of Sellers

Neither the Seller nor any person connected with any Seller has any interest, direct or indirect, in any business which competes or is likely to compete with any business now carried on by any member of the Group or intends to acquire any such interest.

4. Options, Mortgages and Other Encumbrances

There is no option, right to acquire, mortgage, charge, pledge, lien or other form of security or encumbrance or equity on, over or affecting the Shares or any of them and there is no agreement or commitment to give or create any and no claim has been made by any person to be entitled to any.

5. Accuracy and Adequacy of Information

5.1 All information which has been given by the Seller to the Purchaser or to the solicitors, accountants or agents of the Purchaser in the course of the negotiations leading to this agreement is true and accurate and not misleading.

5.2 So far as the Seller is aware (having made due and careful inquiry), there is no fact or circumstance relating to the affairs of the Company has not been disclosed to the Purchaser or any of its advisers and which if disclosed might reasonably have been expected to influence the decision of the Purchaser to purchase the Shares on the terms contained in this agreement.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above written

Signatures

SIGNED BY
MICHAEL F. CONNERS

M Connors

SIGNED BY C Snowdon

C Snowdon

For and on behalf of
BURNFIELD PLC