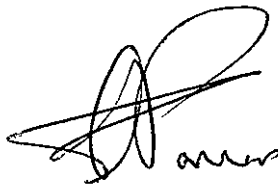


CONFORMED COPY



1522736

DATED 20th June, 1996

**PASSED FOR FILING**

JOHN KYRIAKIS  
and Others  
(the Sellers)

and

BURNFIELD PLC  
(the Purchaser)

---

SHARE PURCHASE AGREEMENT

---

Slaughter and May  
35 Basinghall Street  
London EC2V 5DB  
(FM/TMR/DPWB)



## CONTENTS

	Page
1. Interpretation	1
2. Sale and Purchase	1
3. Conditions	2
4. Consideration	3
5. Completion	4
6. Sellers' Warranties and Covenants	5
7. Purchaser's Remedies and Sellers' Limitations on Liability	10
8. Conduct of Business before Completion	12
9. Restrictions on Sellers' Business Activities	12
10. Provision of Business Information	13
11. Pensions	14
12. Access	14
13. Effect of Completion	14
14. Joint and Several Liability	14
15. Release of Sellers	14
16. Remedies and Waivers	15
17. Assignment	15
18. Further Assurance	15
19. Entire Agreement	16
20. Notices	16
21. Announcements	17

22. Confidentiality	18
23. Restrictive Trade Practices Act 1976	18
24. Costs and Expenses	19
25. Counterparts	20
26. Time of Essence	20
27. Invalidity	20
28. Language	20
29. Choice of Governing Law	20
30. Jurisdiction	20
31. Agent for Service	21
Schedule 1 Definitions and Interpretation	22
Schedule 2 Conditions to Completion	30
Schedule 3 Completion Arrangements	31
Schedule 4 Representations and Warranties	35
Schedule 5 Sellers' Limitations on Liability	68
Schedule 6 Conduct of Business before Completion	73
Schedule 7 Ownership of the Shares	75
Schedule 8 Basic Information about the Company	77
Schedule 9 Basic Information about the Subsidiaries	79
Schedule 10 Immovable Property Owned by the members of the Group	85
Schedule 11 Intellectual Property	89
Schedule 12 Pensions	104

THIS AGREEMENT is made on 20th June, 1996

BETWEEN:-

1. the persons whose names and addresses are set out in Schedule 7 (collectively the "Sellers" and individually a "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) Particulars of the Company and each member of the Group (as defined in this agreement) are set out in Schedule 8 (Basic Information about the Company) and Schedule 9 (Basic Information about the Subsidiaries).
- (B) The Sellers have 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.
- (C) The Purchaser and the Sellers have agreed that the consideration for the shares payable by the Purchaser shall be £11,000,000 payable as described in clause 4.

NOW IT IS HEREBY AGREED as follows:-

**1. Interpretation**

- 1.1 In this agreement and the schedules to it, the words and expressions defined in Schedule 1 shall have the same meanings when used in this agreement, and the other provisions as to interpretation shall be applicable.
- 1.2 The schedules (but not the Tax Covenant) form 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 schedules.

**2. Sale and Purchase**

- 2.1 Each of the Sellers shall sell or procure the sale of and the Purchaser shall purchase those Shares set opposite such Seller's name in Schedule 7 (Ownership of the Shares) with all rights attached or accruing to them at Completion.
- 2.2 The Sellers have 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 Each of the Sellers waives all rights of pre-emption over any of the Shares conferred upon such Seller by the articles of association 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 those matters listed in Schedule 2 (Conditions to Completion).
- 3.2 The Purchaser and each of the Sellers will respectively use all reasonable endeavours to fulfil or procure the fulfilment of the conditions listed in Schedule 2 (Conditions to Completion) and each party will notify the other party immediately upon the satisfaction of such conditions. Without limitation to the generality of the foregoing, upon the execution of this agreement, the Purchaser shall prepare and circulate to its shareholders a Super Class 1 Circular as prescribed by The Stock Exchange containing a recommendation to vote in favour of the appropriate resolution and otherwise in the form agreed between the parties (a copy of which has been initialled by the Sellers' Solicitors and the Purchaser's Solicitors for the purposes of identification only) and shall convene an Extraordinary General Meeting of the Purchaser to be held within 30 days of the date of this agreement for the purpose of proposing the resolution referred to in condition 4(A) of Schedule 2. The Sellers shall supply to the Purchaser promptly as and when requested all information (as may be required by law or the rules and regulation of The Stock Exchange or otherwise as may be reasonably required) in their possession concerning the Group and the Sellers and otherwise generally co-operate with the Purchaser and use their best endeavours to assist in the preparation of statements relating thereto as appropriate for inclusion in the said Circular.
- 3.3 The Purchaser may waive in whole or in part all or any of Conditions 1, 3 and 5 or, by agreement with the Sellers, extend the period in which such conditions are to be satisfied.
- 3.4 Each of the parties undertakes to disclose in writing to the other party anything which will or may prevent any of the conditions from being satisfied on the date initially set for Completion immediately it comes to the notice of the party concerned.

- 3.5 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.
- 3.6 If the agreement is terminated in accordance with sub-clause 3.5, the following shall occur:-
- (A) where the ground for termination is a non-fulfilment of conditions 1, 2, 3 or 5 (but in the case of condition 5 except where such non-fulfilment is due to default on the part of the Purchaser) the Sellers will reimburse to the Purchaser on demand an amount equal to all costs and expenses (and any relevant value added tax) reasonably incurred by the Purchaser, in accordance with clause 24 (Costs and Expenses);
  - (B) where the ground for termination is a non-fulfilment of condition 4(A) the Purchaser will reimburse to the Sellers on demand an amount equal to all costs and expenses (and any relevant value added tax) reasonably incurred by the Sellers, in accordance with clause 24 (Costs and Expenses) PROVIDED that the liability of the Purchaser under this clause 3.6(B) shall not exceed £60,000 (plus any relevant value added tax on that sum); and
  - (C) all obligations of the parties under this agreement shall end,

PROVIDED that rights and liabilities of the parties which have accrued prior to termination shall subsist.

#### 4. Consideration

- 4.1 The total consideration for the sale of the Shares shall be £11,000,000 (eleven million pounds) which shall be payable as follows:
- (A) the sum of £9,527,500 shall be paid to the Sellers in accordance with clause 5 and shall be apportioned between the Sellers in accordance with column (3) of Schedule 7;
  - (B) the sum of £225,000 shall be satisfied by the issue to Keith Robson and Sally Mason of Loan Notes in the amount set opposite the name of such Sellers in column (4) of Schedule 7;
  - (C) the sum of £247,500 shall be satisfied by the issue and allotment to Keith Robson and Sally Mason of that number of Consideration Shares as is set opposite the names of such Sellers in column (5) of Schedule 7; and
  - (D) the sum of £1,000,000 shall be applied in accordance with the clause 4.3.

- 4.2 Each of the Sellers acknowledges that they have been offered the opportunity to take part in an arrangement whereby the Sellers would receive Consideration Shares by way of part consideration for the purchase of the Shares, and that other than Keith Robson and Sally Mason (who have accepted such offer as described in clause 4.1(C)) the Sellers have elected not to accept such offer.
- 4.3 The sum of £1,000,000 referred to in clause 4.1(D) shall be paid by the Purchaser into the Retention Account where the said sum shall be retained for the period of one year following the date of Completion. All interest accruing thereon shall be credited to the Retention Account. Subject to the performance by the Sellers of their obligations under clause 9, on the first anniversary of Completion (the absence of any written notification from the Sellers and the Purchaser to the Seller of a breach of such obligations being conclusive evidence of such performance), the Sellers shall be entitled to, and the Sellers and the Purchaser shall instruct the Seller's Solicitors and the Purchaser's Solicitors to pay to the Sellers, the sum standing to the credit of the Retention Account on such first anniversary less:
- (i) the aggregate amount of all claims properly made (being claims which have been settled between the Sellers and the Purchaser or in respect of which a judgement has been given by a court of competent jurisdiction) on or before such date under clause 6 (Seller's Warranties and Covenants) or the Tax Covenant; and
  - (ii) that part of the interest credited to the Retention Account as bears the same proportion to the total amount of interest so credited as that proportion which the aggregate amount referred to in sub-clause 4.3(i) above bears to the principal sum of £1,000,000 deposited by the Purchaser in accordance with this clause 4.3,

and the Purchaser shall be entitled to, and the Sellers and the Purchaser shall instruct the Seller's Solicitors and the Purchaser's Solicitors to pay to the Purchaser, the balance (if any) standing to the credit of the Retention Account. In the event of a bona fide claim commenced on reasonable grounds being made by the Purchaser which has not been settled or otherwise determined prior to the first anniversary of Completion, the Purchaser shall be entitled to withhold the aforementioned payment instruction in respect of the amount which is the subject matter of the claim and such amount shall be retained in the Retention Account until either the claim has been settled between the Purchaser and the Sellers or it has been the subject matter of a final judgement of a court or competent jurisdiction. Neither the Seller's Solicitors nor the Purchaser's Solicitors shall be under any obligation to take any action in respect of the Retention Account except where they have received express and irrevocable written instructions from their respective clients.

## 5. Completion

- 5.1 Completion shall take place at 11.00 a.m. on the Completion Date at the offices of the Purchaser's Solicitors at 35 Basinghall Street, London EC2V 5DB.

- 5.2 At Completion the Sellers and the Purchaser shall do those things listed in Schedule 3 (Completion Arrangements).
- 5.3 The Purchaser shall not be obliged to complete this agreement unless each Seller complies fully with the requirements of sub-clause 5.2 and Schedule 3 (Completion Arrangements) so far as they relate to the Seller in question.
- 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. This sub-clause shall not limit any other clause of this agreement and in particular clause 16 (Remedies and Waivers).
- 5.5 If the obligations of the Sellers under sub-clause 5.2 and Schedule 3 (Completion Arrangements) 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 16 (Remedies and Waivers), the Sellers undertake 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 unauthorised, invalid or for any other reason ineffective for its purpose.
- 5.7 Payment by telegraphic transfer of £9,505,000, delivery of the Loan Notes and the issue and allotment of the Consideration Shares in the amounts stated in clause 4 (Consideration) in accordance with Schedule 3 paragraph 7 (Completion Arrangements) shall discharge the obligation of the Purchaser under clause 4.1 (A), (B) and (C) (Consideration) and the Purchaser shall not be concerned to see that the moneys transferred and represented by the Loan Notes and the Consideration Shares are applied in paying the Sellers in accordance with their respective entitlements.
- 6. Sellers' Warranties and Covenants**
- 6.1 The Sellers represent and warrant to the Purchaser that save to the extent fairly disclosed in the Disclosure Letter each of the Warranties is accurate in all respects and not misleading at the date of this agreement and that the Warranties contained in Schedule 4 (Representations and Warranties) 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 Sellers shall procure that no act shall be performed or omission allowed, either by themselves or by any member of the Group in such interval which would result in



any of the Warranties being breached or misleading at any time up to and including the time of Completion.

- 6.3 The Sellers accept that the Purchaser is entering into this agreement in reliance upon the Warranties made by the Sellers 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.
- 6.4 Each of the Sellers undertakes to disclose in writing to the Purchaser anything which is or may constitute a breach of or be inconsistent with any of the Warranties immediately it comes to the notice of him both before, at the time of and after Completion but any such item shall not constitute a disclosure for the purposes of this agreement and the Purchaser's rights in respect thereof shall survive Completion.
- 6.5 Each of the Sellers undertakes (if any claim is made against any of them in connection with the sale of the Shares to the Purchaser) not to make any claim against any member of the Group or any director or employee (other than any other Seller or Michael Conners) or adviser of any member of the Group on whom any of them may have relied before agreeing to any terms of this agreement or of the Tax Covenant or authorising any statement in the Disclosure Letter.
- 6.6 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.
- 6.7 In relation to the Owned Immovable Property set out in Part A of Schedule 10 (the "High Wycombe Property") the Sellers undertake to indemnify the Purchaser against all costs (including legal costs on an indemnity basis as defined in Order 62 of the Rules of the Supreme Court), expenses, fees and other liabilities which the Purchaser may reasonably incur, either before or after the commencement of any action, in connection with any schedule of dilapidations served in relation thereto (or in relation to any works carried out in reasonable contemplation thereof) either before or after the termination of the relevant lease PROVIDED THAT:
  - (A) in relation to each unit comprised in the High Wycombe Property demised by the Leases specified in Part A of Schedule 10 (individually, "the Unit") the Sellers' liability under this clause 6.7 shall be conditional upon the Company and/or its successors as tenant(s) of the Unit in question:
    - (i) serving a notice under the lease comprised in the Unit stating that it does not want the tenancy granted by the lease concerned to be continued by the Landlord and the Tenant Act 1954 ("the 1954 Act") (each such notice to be served not less than three months before the contractual expiry date of the lease concerned and otherwise to be in accordance with the requirements of Section 27(1) of the 1954 Act); and

- (ii) not serving notice that it is or they are unwilling to give up possession of the Unit on or after the relevant contractual expiry date; and
  - (iii) not serving notice requesting a new tenancy of the whole or any part of the Unit pursuant to Section 26 of the 1954 Act; and
  - (iv) vacating the Unit at least two days before the relevant contractual expiry date;
- (B) the Sellers' liability under this clause 6.7 shall be further conditional upon the Company following Completion not knowingly doing nor knowingly omitting to do anything which would result in a material breach of the maintenance, repairing, painting, decorating obligations in any of the leases concerned provided that the Seller's liability under this clause 6.7 shall not be affected by any failure of the Purchaser or the Company to put the Unit into any better state of repair, condition or decoration than it is in at the date of this Agreement;
- (C) during the period of six months before the contractual expiry date of the lease concerned (and during any period following such date whilst any member of the Purchaser's Group or the Company remains in possession of the Unit in question), the Purchaser shall permit and shall procure that the Company permits the Sellers and their surveyors at all reasonable times after reasonable prior written notice to enter upon the Unit for all reasonable purposes in connection with the preparation and negotiation of a schedule of dilapidations;
- (D) the Purchaser shall take and shall procure that the Company takes such action as the Sellers shall reasonably request:
- (i) in connection with the negotiation and agreement of the said schedule(s) of dilapidations with the landlords and the landlord's surveyors; and/or
  - (ii) to avoid, dispute, resist, appeal or compromise any claim in respect of which the Company and/or its successors as tenant(s) of the relevant Unit are or may be liable in respect of dilapidations of the said Property

on the basis (in both cases (i) and (ii)) that the Purchaser and the Company shall be indemnified to their reasonable satisfaction against all such costs, expenses and liabilities which they may incur by reason of such action AND IN PARTICULAR (but without prejudice to the generality of the foregoing and only in circumstances where the Seller will be liable under this clause 6.7) the Purchaser will procure that the Company will not agree any dilapidations liability with the Landlords without the Sellers' prior written agreement (not to be unreasonably withheld or delayed);

- (E) during the period of six months before the contractual expiry date of the lease concerned the Purchaser shall and shall procure that the company shall allow the Sellers and their agents at all reasonable times after reasonable prior written notice to enter upon the Unit concerned for all reasonable purposes in connection with altering, maintaining, repairing, painting and decorating and in all other manners performing and making good of the repairing covenants of the tenant(s) under the lease(s) concerned;
  - (F) the Sellers shall procure that any person entering upon the High Wycombe Property pursuant to clause 6.7(C) and (E) shall act in a reasonable and proper manner and shall make good without unreasonable delay any damage caused by him or them to the High Wycombe Property;
  - (G) on any assignment of a lease of a Unit the Purchaser shall procure that the assignee of the lease enters into a direct covenant with the Sellers to perform the obligations of the Purchaser and the Company set out in this clause 6.7 and the Sellers shall covenant to comply in all respects with this clause 6.7 direct with (and for the benefit of) the assignee and shall release the Company and Purchaser from their obligations.
- 6.8 In accordance with clause 17 (Assignment), the rights or benefits of or under the Warranties and the covenant in sub-clause 6.7, may be assigned (together with any cause of action arising in connection with any Warranty or such covenant) by the Purchaser 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.
- 6.9 For the avoidance of doubt, amounts payable under sub-clause 6.7 will be calculated without reference to the rules of general law relating to claims for damages for breach of warranty.
- 6.10 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 Sellers (including, without limitation, any payment under the covenant in sub-clause 6.7 and whether under this clause or otherwise) is subject to Taxation; such payable amounts shall be paid to the Purchaser by the Sellers 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.
- 6.11 The Sellers undertake to indemnify the Purchaser against all costs (including legal costs on an indemnity basis as defined in Order 62 of the Rules of the Supreme Court), expenses or other liabilities which the Purchaser may reasonably incur either before or after the commencement of any action in connection with:-

- (A) the settlement of any claim that any of the Warranties are untrue or misleading or have been breached or that any sum is payable under sub-clause 6.7;
  - (B) any legal proceedings in which the Purchaser claims that any of the Warranties are untrue or misleading or have been breached or that any sum is payable under sub-clause 6.7 and in which judgement is given for the Purchaser; or
  - (C) the enforcement of any such settlement or judgement.
- 6.12 Where any of the Warranties is qualified by the expression "so far as the Sellers are aware" or any similar expression, that Warranty shall be deemed to include an additional statement that it has been made after due and careful enquiry (without limitation to all other appropriate enquiries) of Michael Conners.
- 6.13 (A) Each of John Kyriakis and Walter Roland Tole agree that they shall, at their own cost in all things, immediately upon request by the Purchaser do or procure the doing of all such acts and/or execute such documents in a form reasonably satisfactory to the Purchaser as may be necessary to procure the transfer (at no cost to the Purchaser) of the shares (the "India Shares") held by them in the capital of Beta Instrument Co, (India) PVT. Ltd. ("Beta (India)") to the Purchaser or its nominee. Pending such transfer each of John Kyriakis and Walter Albert Tole agree that they will not sell, grant any option in, create or permit to subsist any mortgage, charge, lien, assignment, encumbrance or any interest, right or claim of third parties of any kind on, over, with respect to or otherwise affecting the whole or any part of the India Shares.
- (B) Each of the Sellers agrees that they shall have no contact (whether oral or written) and shall procure that no other party acting on their behalf (other than agents or employees of any member of the Group (not being the sellers themselves) acting in the normal course of day to day trading as it has been carried on in the 12 months' prior to the date of this agreement) has any contact (whether oral or written) with any person in relation to Beta India (including without limitation Vijay Khadkikar, Madhav Khadkikar, Beta India) or parties acting on behalf of such individuals or company.
- (C) Each of the Sellers undertakes to indemnify the Purchaser against any breach by that Seller of the provisions of this clause 6.13. Each of the Sellers acknowledges that a breach by that Seller of the provisions of this clause 6.13 could result in substantial loss or damage, cost or expense being sustained or incurred by the Purchaser. The aggregate amount of each Seller's liability under this clause 6.13 will not exceed an amount equal to the sum set opposite that Seller's name below.

John Kyriakis	£3,740,000
Walter Roland Tole	£3,740,000
Deborah Justine Shrieve	£1,100,000
Diana Kyriakis	£1,100,000
Keith Robson	£660,000
Sally Christine Mason	£330,000
Danny Albert Buelens	£330,000

- 6.14 Nothing in this agreement shall operate to diminish the Purchaser's common law duty to mitigate its loss in respect of matters dealt with in this agreement.

**7. Purchaser's Remedies and Sellers' Limitations on Liability**

- 7.1 Subject to sub-clause 7.2 and to the limitations set out in Schedule 5 (Sellers' Limitations on Liability), 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 13 (Effect of Completion)) Completion shall not in any way constitute a waiver of any of the Purchaser's rights. The Purchaser confirms to the Sellers that as at the date of this agreement it is not aware of any matter or thing which would result in a breach of any Warranty and pursuant to which it will bring or intends to bring a claim.
- 7.2 The Purchaser shall not be entitled to claim that any fact causes any of the Warranties to be breached or renders any misleading if it has been fairly and specifically disclosed to the Purchaser in the Disclosure Letter in the absence of any fraud or dishonesty on the part of any of the Sellers or their agents or advisers.
- 7.3 No liability shall attach to the Sellers or the Covenantors in respect of claims under the Warranties if and to the extent that the limitations referred to in sub-clause 7.1 and set out in Schedule 5 (Sellers' Limitations on Liability) apply, in the absence of any fraud or dishonesty on the part of any of the Sellers or their agents or advisers.
- 7.4 If, between the time of this agreement and Completion, the Purchaser becomes aware (whether it does so by reason of any disclosure made under clause 6 (Sellers' Warranties and Covenants) or not) that any of the Warranties is or was untrue or misleading, the Purchaser may rescind this agreement by notice in writing to the Sellers.

- 7.5 (A) If, between the time of this agreement and Completion, the Purchaser becomes aware (whether it does so by reason of any disclosure made under clause 6 (Sellers' Warranties and Covenants) or not) that there has been any breach:-
- (i) of the Warranties; or
  - (ii) of any other term of this agreement;
- and such breach or breaches could in the reasonable opinion of the Purchaser result in a claim or claims in respect of which the Sellers would in aggregate be required to pay an amount in excess of £100,000, then the Purchaser shall be entitled to treat this agreement as terminated from such time.
- (B) If the agreement is terminated in accordance with sub-clause 7.5(A), the following shall occur:-
- (i) where the breach or breaches referred to in sub-clause 7.5(A) related to matters of which at the date of this agreement any Seller had knowledge or a prudent seller of the Shares having made due and careful enquiries could reasonably be expected to have knowledge, the Sellers will reimburse to the Purchaser on demand an amount equal to all costs and expenses and any value added tax thereon incurred by the Purchaser, in accordance with clause 24 (Costs and Expenses); and
  - (ii) (subject to sub-clause 7.6) all obligations of the Purchaser under this agreement shall cease;
- PROVIDED THAT rights and liabilities of the parties which have accrued prior to termination shall subsist.
- 7.6 If, following Completion, the Purchaser becomes aware (whether it does so by reason of any disclosure made pursuant to clause 6 (Sellers' Warranties and Covenants) or not) 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.
- 7.7 The parties acknowledge that the restrictions contained in clause 21 (Announcements) and clause 22 (Confidentiality) shall continue to apply after the termination of the sale and purchase of the Shares under this agreement without limit in time.
- 7.8 If either party defaults in the payment when due of any sum payable under this agreement (whether determined by agreement or pursuant to an order of a court or otherwise), the liability of such party shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (as

well after as before judgement) at a rate per annum of 3 per cent. above the base rate from time to time of Lloyds Bank PLC. Such interest shall accrue from day to day and shall be compounded annually.

- 7.9 Time is of the essence of this agreement in accordance with clause 26 (Time of Essence).
- 7.10 Except as stated expressly in this clause, this clause and Schedule 5 (Sellers' Limitations on Liability) shall not limit any other clause of this agreement and in particular clause 16 (Remedies and Waivers).

## **8. Conduct of Business before Completion**

The Sellers will procure that, between the time of this agreement and Completion, each member of the Group will carry on business in the normal course and not do anything which could materially affect the business of any such member without the consent in writing of the Purchaser. In particular, but without limitation, the matters listed in Schedule 6 (Conduct of Business before Completion) shall require the prior consent in writing of the Purchaser such consent not to be unreasonably withheld or delayed.

## **9. Restrictions on Sellers' Business Activities**

- 9.1 Each of the Sellers 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 three years (except in relation to each of Keith Robson, Sally Christina Mason and Danny Albert Buelens where such period shall be 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 as carried on at Completion of any member of the Group in the United Kingdom, Belgium, the other states of the European Union, the United States of America, South Korea, Japan, Germany 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 any 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 any 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 three years (except in relation to each of Keith Robson, Sally Christina Mason and Danny Albert Buelens where such period shall be two years) after Completion solicit the custom, in relation to goods or services sold to any person by any 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 three years (except in relation to each of Keith Robson, Sally Christina Mason and Danny Albert Buelens where such period shall be two years) after Completion solicit or entice away from the employment of any member of the Group any person at present an employee of any member of the Group; nor
- (F) assist any other person to do any of the foregoing things.

PROVIDED THAT a 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 a member of the Group 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 Sellers.

## **10. Provision of Business Information**

- 10.1 During the period of three years after Completion and without prejudice to any of the Warranties:-

- (A) if any Business Information Required for the Business of any member of the Group 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 readily available to any Seller in tangible form, that Seller shall procure that such Business Information is provided to the Purchaser with reasonable promptness on request; and
- (B) if any Books or Records of any Seller contain Business Information which should be provided to the Purchaser, that Seller shall procure that copies of such Books or Records are given to the Purchaser promptly on request.

- 10.2 Each of the Sellers shall assign to the Purchaser at Completion any rights in Intellectual Property Required for the Business, owned by such Seller.



- 10.3 For the purposes of this clause and this agreement generally, "Required for the Business" means any Intellectual Property or Business Information of any member of the Group which is or has in the last 6 years been used in the business of any member of the Group or if it will be needed by any member of the Group to carry on the business of that member of the Group in the same manner as it is presently carried on or to fulfil any of the present contracts, plans or projects of any member of the Group in relation to the business of any member of the Group or to comply with any law applicable in relation to the business of that member of the Group or if it is vested in any of the Sellers and its retention by any Seller after Completion of this agreement would be damaging or detrimental to the business of any member of the Group.

## **11. Pensions**

Each of the parties shall comply with the requirements pertaining to that party set out in Schedule 12 (Pensions).

## **12. Access**

As from the date of this agreement, the Purchaser and any persons authorised by it, upon reasonable notice and subject to giving such undertaking as to confidentiality as the Sellers shall reasonably require, will be given full access to the premises and all the Books and Records and title deeds of the Group and the directors and employees of the Company and each member of the Group will be instructed to give promptly all information and explanations to the Purchaser or any such persons as they may reasonably request.

## **13. 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.

## **14. Joint and Several Liability**

- 14.1 Except where expressly provided otherwise, the obligations of the Sellers under this agreement are joint and several.
- 14.2 If any liability of one or some but not all of the Sellers is, or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the liabilities of the other Sellers under this agreement.

## **15. Release of Sellers**

The Purchaser may release, or compromise the liability of, any Seller or grant time or other indulgence to any Seller without releasing or reducing the liability of any other

Seller. Where a liability of one or some but not all of the Sellers under any obligation which is both joint and several is released or compromised, the remaining Sellers shall continue to be severally and shall together be jointly liable on that obligation.

## **16. Remedies and Waivers**

16.1 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:-

- (A) impair such right, power or remedy; or
- (B) operate as a waiver thereof.

16.2 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.

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

## **17. Assignment**

17.1 The rights or benefits of or under this agreement and any agreements referred to in clause 19 (Entire Agreement), including without limitation the Warranties and the covenant in clause 6.7 (Sellers' Warranties and Covenants), 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.

17.2 Obligations under this agreement shall not be assignable.

## **18. Further Assurance**

Each of the Sellers shall from time to time at their 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 reasonably 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.

## 19. Entire Agreement

- 19.1 For the purpose of this clause, “**Pre-contractual Statement**” means a draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the Share Purchase Documents or any of them (as defined in sub-clause 19.2) made or given by a party to any of the Share Purchase Documents or any other person at any time prior to execution of the Share Purchase Documents.
- 19.2 This agreement, the Tax Covenant, and any other documents to which the Purchaser and all or any of the Sellers are parties referred to in this agreement (the “**Share Purchase Documents**”) constitute the whole and only agreement between the parties relating to the sale and purchase of the Shares.
- 19.3 Except to the extent repeated in any of the Share Purchase Documents, the Share Purchase Documents supersede and extinguish any prior Pre-contractual Statement relating thereto.
- 19.4 Each party acknowledges that in entering into the Share Purchase Documents or any of them on the terms set out therein, it is not relying upon any Pre-contractual Statement which is not expressly set out therein.
- 19.5 None of the parties shall have any right of action against any other party to this agreement arising out of or in connection with any Pre-contractual Statement (except in the case of fraud).
- 19.6 This agreement may only be varied in writing signed by each of the parties.

## 20. Notices

- 20.1 Any notice or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing.
- 20.2 Any such notice or other communication shall be addressed as provided in sub-clause 20.3 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;

PROVIDED THAT if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside Working Hours, such notice or other communication shall be deemed to be given or made at the start of Working Hours on the next Business Day.

- 20.3 The relevant addressee, address, and facsimile number of each party for the purposes of this agreement, subject to sub-clause 20.4, 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>Each of the Sellers</u>	c/o Tarlo Lyons Watchmaker Court 33 St. John's Lane London EC1M 4DB (Ref: LSP/RLH/KMB)	0171 814 9421

- 20.4 A party may notify the other parties to this agreement of a change to its name, relevant addressee, address, or facsimile number for the purposes of sub-clause 20.3 PROVIDED THAT such notification shall only be effective on:-
- (A) the date specified in the notification as the date on which the change is to take place; or
  - (B) if no date is specified or the date specified is less than five clear Business Days after the date on which notice is given, the date falling five clear Business Days after notice of any such change has been given.
- 20.5 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.
- 21. Announcements**
- 21.1 Subject to sub-clause 21.2, no announcement concerning the sale of the Shares or any ancillary matter shall be made by either party without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed.
- 21.2 Either party may make an announcement concerning the sale of the Shares or any ancillary matter if required by:-
- (A) the law of any relevant jurisdiction; or
  - (B) 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.

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

## 22. Confidentiality

- 22.1 Subject to sub-clause 22.2, 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:-

- (A) the provisions of this agreement;
- (B) the negotiations relating to this agreement;
- (C) the subject matter of this agreement; or
- (D) the other parties.

- 22.2 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,

- 22.3 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.

## 23. Restrictive Trade Practices Act 1976

If there is any provision of this agreement, or of any agreement or arrangement of which this agreement forms part, which causes or would cause this agreement or that agreement or arrangement to be subject to registration under RTPA 1976, then that

provision shall not take effect until the day after particulars of this agreement or of that agreement or arrangement (as the case may be) have been furnished to the Director General of Fair Trading pursuant to section 24 RTPA 1976.

## 24. Costs and Expenses

- 24.1 Except as otherwise stated in sub-clause 24.2 and any other provision of this agreement, 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 Sellers confirm that no expense of whatever nature relating to the sale of the Shares has been or is to be borne by any member of the Group.
- 24.2 The Sellers will indemnify the Purchaser on demand (and the amount payable under the indemnity may, without limiting the Purchaser's rights, be claimed as a debt or liquidated demand) an amount equal to all costs and expenses (including, but not limited to, the fees of all external legal advisers and their out-of-pocket expenses) and any value added tax thereon, reasonably incurred by the Purchaser:-
- (A) in investigating the affairs of the Group; and
  - (B) in the preparation, execution and carrying into effect of this agreement and all other documents forming part of the sale of the Shares

if the Purchaser shall exercise its right to terminate, rescind or not to proceed to Completion of this agreement pursuant to clause 3.5 (Conditions) (but then only where the Purchaser is entitled to reimbursement pursuant to clause 3.6(A)), clause 5.5 (Completion) (except where the Purchaser is entitled to reimbursement solely as a result of the Sellers failing to deliver the documents referred to in paragraph 3(H) of Schedule 3) or clause 7 (Purchaser's Remedies and Sellers' Limitations on Liability) (but, in respect of clause 7.5, only where the Purchaser is entitled to reimbursement pursuant to clause 7.5(B)(i)).

- 24.3 The Purchaser will indemnify the Sellers on demand (and the amount payable under the indemnity may, without limiting the Sellers' rights, be claimed as a debt or liquidated demand) an amount equal to all costs and expenses (including, but not limited to, the fees of all external legal advisers and their out-of-pocket expenses) and any value added tax thereon, reasonably incurred by the Purchaser in the preparation, execution and carrying into effect of this agreement and all other documents forming part of the sale of the Shares if the Purchaser shall exercise its right to terminate this agreement pursuant to clause 3.5 (Conditions) and the Sellers are entitled to reimbursement pursuant to clause 3.6(B), provided that the liability of the Purchaser shall be limited to the extent provided in that clause 3.6(B).

## **25. Counterparts**

- 25.1 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.
- 25.2 Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute but one and the same instrument.

## **26. Time of Essence**

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

## **27. 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.

## **28. 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.

## **29. Choice of Governing Law**

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

## **30. 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 Sellers (or any of them) 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.

### 31. Agent for Service

- 31.1 Each of Danny Albert Buelens and any other Seller residing outside the United Kingdom 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 the Sellers' Solicitors, if no replacement agent with a place of business in England has been appointed and notified to the Purchaser pursuant to sub-clause 31.4, or on such replacement agent if one has been appointed and notified to the Purchaser.
- 31.2 Any Service Document served pursuant to this clause shall be marked for the attention of:-
- (A) the Sellers' Solicitors at the address specified in clause 20.3 or such other address within England as may be notified to the Purchaser by the relevant Seller; or
  - (B) such other person as is appointed as agent for service pursuant to sub-clause 31.4 at the address notified pursuant to sub-clause 31.4.
- 31.3 Any document addressed in accordance with sub-clause 31.2 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.
- 31.4 If the agent referred to in sub-clause 31.1 (or any replacement agent appointed pursuant to this sub-clause) at any time ceases for any reason to act as such, the relevant 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 relevant Seller to appoint such a replacement agent to act on his behalf.
- 31.5 A copy of any Service Document served on an agent pursuant to this clause shall be sent by post to the relevant 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 31.1.
- 31.6 "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 1**  
**Definitions and Interpretation**

**1. Definitions**

- "Accounts Date"** means 31st March, 1996;
- "Beta (Far East) Accounts"** means the unaudited financial statements for Beta Instrument (Far East) Limited for each of the two consecutive accounts periods the last of which ended on the Accounts Date each a copy of which has been signed for the purposes of identification by the Sellers' Solicitors and the Purchaser's Solicitors;
- "Beta Inc. Accounts"** means the audited financial statements for Beta Instrument Inc. for the year ended on the Accounts Date and which comprises a Balance sheet, profit and loss account, notes, auditors' and directors' report together with the audited financial statements of that company for each of the two consecutive accounts periods the last of which ended on 30th June, 1995 each of which statement comprises a balance sheet, profit and loss account, notes, auditors' and directors' report a copy of which has been signed for the purposes of identification by the Sellers' Solicitors and the Purchaser's Solicitors;
- "Beta Limited Accounts"** means the audited financial statements of the Company for each of the three accounting reference periods the last of which ended on the Accounts Date each of which financial statement comprises a balance sheet, profit and loss account, notes and auditors' and directors' report a copy of which have been signed for the purposes of identification by the Sellers' Solicitors and the Purchaser's Solicitors;
- "Beta N.V. Accounts"** means the unaudited financial statements for Beta Instrument Europe N.V. for each of the three consecutive accounts periods the last of which ended on 31st December, 1995 and the unaudited financial statements for Beta Instrument Europe N.V. for the year ended on the Accounts Date each of which statement comprises a balance sheet, profit and loss account, notes, and directors' report a copy of which has been signed for the purposes of identification by the Sellers' Solicitors and the Purchaser's Solicitors;

<b>"Books and Records"</b>	has its common law meaning and includes, without limitation, all notices, correspondence, orders, inquiries, drawings, plans, books of account and other documents and all computer disks or tapes or other machine legible programs or other records;
<b>"Business Day"</b>	means a day (other than a Saturday or a Sunday) on which banks are open for business in London;
<b>"Business Information"</b>	means all information, know-how and records (whether or not confidential and in whatever form held) including (without limitation) all formulae, designs, specifications, drawings, data, manuals and instructions and all customer lists, sales information, business plans and forecasts, and all technical or other expertise and all computer software and all accounting and tax records, correspondence, orders and inquiries;
<b>"CGTA 1979"</b>	means the Capital Gains Tax Act 1979;
<b>"Circular Information"</b>	means the information relating to the Beta Group in the section headed "Information on Beta" on pages 4 and 5, the description of Beta's market position as a leading supplier of laser-based instruments and process control systems in the section headed "Background to and reasons for the Acquisition" on page 5, the third paragraph of that section and the first sentence of the fourth paragraph of that section on page 6 and paragraph 5(B) on page 27;
<b>"Companies Acts"</b>	means the Companies Act 1985, the Companies Consolidation (Consequential Provisions) Act 1985, the Companies Act 1989 and Part V of the Criminal Justice Act 1993;
<b>"Company"</b>	means Beta Instrument Company Limited, basic information concerning which is set out in <u>Schedule 8</u> (Basic Information about the Company);
<b>"Completion"</b>	means completion of the sale and purchase of the Shares under this agreement;
<b>"Completion Date"</b>	means 2 days after the day on which the last of such conditions 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.

<b>"Confidential Business Information"</b>	means Business Information which is confidential or not generally known;
<b>"Consideration Shares"</b>	means ordinary shares of 10p each of the Purchaser credited as fully paid up.
<b>"Consolidated Accounts"</b>	means the aggregated profit and loss account and balance sheet of the Company and of each Subsidiary for the year ended 31st March, 1996 a copy of which aggregated profit and loss account and balance sheet has for the purpose of identification only been signed by the Sellers' Solicitors and delivered to the Purchaser or the Purchaser's Solicitors;
<b>"Covenantors"</b>	means the covenantors named in the Tax Covenant ;
<b>"Disclosure Letter"</b>	means the letter of even date herewith written by the Sellers to the Purchaser for the purposes of <u>clause 6</u> (Sellers' Warranties and Covenants) and delivered to the Purchaser's Solicitors before the execution of this agreement;
<b>"Environment"</b>	means all, or any, of the following media namely the air (including, without limitation, the air within buildings and the air within other natural or man-made structures above or below ground), water and land and any living organisms or systems supported by those media;
<b>"Environmental Laws"</b>	<p>means all applicable:-</p> <ul style="list-style-type: none"> <li>(i) statutes and subordinate legislation and other national, federal, state and local laws;</li> <li>(ii) common laws or civil code;</li> </ul> <p>insofar as they relate to or apply to Environmental Matters from time to time;</p>
<b>"Environmental Matters"</b>	<p>means:-</p> <ul style="list-style-type: none"> <li>(i) the disposal, release, spillage, deposit, escape, discharge, leak or emission of, Hazardous Materials or Waste;</li> </ul>

- (ii) exposure of any person to Hazardous Materials or Waste;
- (iii) all matters related to health and safety of employees;
- (iv) the creation of any noise, vibration, radiation, common law or statutory nuisance, or other adverse impact on the Environment;
- (v) any other matters relating to the condition, protection, maintenance, restoration or replacement of the Environment or any part of it arising directly or indirectly out of the manufacturing, processing, treatment, keeping, handling, use (including as a building material), possession, supply, receipt, sale, purchase, import, export, transportation or presence of Hazardous Materials or Waste;

<b>“Environmental Permits”</b>	means any permit, licence, consent or authorisation required by Environmental Laws in relation to the carrying on of the business of any member of the Group;
<b>“Group”</b>	means the Company and all the Subsidiaries;
<b>“Hazardous Material”</b>	means anything which alone or in combination with other things is acknowledged under Environmental Laws as being capable of causing harm or damage to property or to man or any other organism supported by the Environment including, without limitation, hazardous substances, pollutants, contaminants, petroleum, petroleum products and radioactive materials;
<b>“ICTA 1988”</b>	means the Income and Corporation Taxes Act 1988;
<b>“Information Technology”</b>	means all hardware (including processors, discs and peripherals), software and other telecommunications equipment used in the business of any member of the Group.

<b>“Intellectual Property”</b>	means patents, trade marks and service marks, rights in designs, trade or business names, copyrights and topography rights (whether or not any of these is registered and including applications for registration of any such thing) and rights under licences and consents in relation to any such thing and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;
<b>“Lease”</b>	has the meaning given in <u>warranty 29.10</u> of <u>Schedule 4</u> (Representations and Warranties);
<b>“Letting Documents”</b>	has the meaning given in <u>warranty 29.11</u> of <u>Schedule 4</u> (Representations and Warranties);
<b>“Loan Notes”</b>	means the loan notes in the agreed form to be issued by the Purchaser pursuant to <u>clause 4.1(B)</u> ;
<b>“Non-UK Immovable Property/Properties”</b>	means those of the Immovable Properties referred to in Part B of Schedule 10;
<b>“Ordinary Shares”</b>	means all the issued ordinary shares in the capital of the Company;
<b>“Owned Immovable Property/Properties”</b>	means the UK Immovable Property and the Non UK Immovable Property;
<b>“Proceedings”</b>	means any proceeding, suit or action arising out of or in connection with this agreement;
<b>“Purchaser’s Group”</b>	means the Purchaser, its subsidiaries and subsidiary undertakings, any holding company of the Purchaser and all other subsidiaries of any such holding company from time to time;
<b>“Purchaser’s Solicitors”</b>	means Slaughter and May;
<b>“Relevant Business”</b>	means the business of any member of the Group and any past or other business of any past or present member of the Seller’s Group;
<b>“Relevant Person”</b>	means the Company, each member of the Group, each member of the Purchaser’s Group and each of their respective directors, officers, agents and employees from time to time;

<b>"Required for the Business"</b>	has the meaning given in <u>clause 10</u> (Provision of Business Information);
<b>"Retention Account"</b>	means the interest bearing account established with National Westminster Bank PLC in the joint names of the Purchaser's Solicitors and the Seller's Solicitors and referred to in <u>clause 4.3</u> (Consideration) and <u>Schedule 3</u> (Completion Arrangements).
<b>"RTPA 1976"</b>	means the Restrictive Trade Practices Act 1976;
<b>"Sellers' Solicitors"</b>	means Tarlo Lyons;
<b>"Service Document"</b>	has the meaning given in <u>clause 31.6</u> (Agent for Service);
<b>"Shares"</b>	means all the issued shares in the capital of the Company;
<b>"Share Purchase Documents"</b>	has the meaning given to it in <u>clause 19</u> (Entire Agreement).
<b>"Subsidiary"</b>	means at any relevant time any then subsidiary of the Company, basic information concerning each current subsidiary of the Company being set out in <u>Schedule 9</u> (Basic Information about the Subsidiaries);
<b>"Tax" or "Taxation"</b>	includes (without limitation) all taxes, levies, duties, imposts, charges and withholdings of any nature whatsoever, in each case whether of the United Kingdom or elsewhere, whenever imposed, together with all penalties, charges and interest relating to any of them or to any failure to file any return required for the purposes of any of them;
<b>"Tax Covenant"</b>	means the tax covenant in the agreed form;
<b>"TGCA 1992"</b>	means the Taxation of Chargeable Gains Act 1992;
<b>"UK Immovable Property/Properties"</b>	means those of the Immovable Properties referred to in Part A of Schedule 10;
<b>"VATA 1994"</b>	means the Value Added Tax Act 1994;

<b>“Warranties”</b>	means the representations and warranties set out in <u>Schedule 4 (Representations and Warranties)</u> and <u>Schedule 12 (Pensions)</u> given by the Sellers and any other representations or warranties made by or on behalf of the Sellers or any of them in this agreement or which have become terms of this agreement and <b>“Warranty”</b> shall be construed accordingly;
<b>“Waste”</b>	means any waste including anything which is abandoned, unwanted or surplus irrespective of whether it is capable of being recovered or recycled or has any value;
<b>“Working Hours”</b>	means 9.00 a.m. to 5.00 p.m. on a Business Day; and
<b>“Works”</b>	means the carrying out of any works, including the installation, operation, repair or replacement of plant or equipment, in order to remove, remedy, remediate, clean up, abate, contain or ameliorate any Environmental Matter or in order to prevent an Environmental Matter from arising.

1.1 In this agreement, unless otherwise specified:-

- (A) references to clauses, sub-clauses, paragraphs, sub-paragraphs, sub-sub-paragraphs and schedules are to clauses, sub-clauses, paragraphs, sub-paragraphs, sub-sub-paragraphs of, and schedules to, this agreement;
- (B) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted but shall not include any amendment, modification or re-enactment which was not in legislative process (notwithstanding that it had not yet been enacted or implemented) at the date of this agreement to the extent that such amendment, modification or re-enactment would increase the liability of the Sellers under this agreement;
- (C) references to a **“company”** shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (D) references to a **“person”** shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- (E) references to **“indemnify”** and **“indemnifying”** any person against any circumstance include indemnifying and keeping him harmless from all actions,

claims and proceedings from time to time made against that person and all loss or damage and all payments, costs or expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;

- (F) the expressions "accounting reference date", "accounting reference period", "allotment", "body corporate", "current assets", "debentures", "holding company", "paid up", "profit and loss account", "subsidiary" and "wholly-owned subsidiary" shall have the meaning given in the Companies Acts;
- (G) a person shall be deemed to be connected with another if that person is connected with another within the meaning of section 839 ICTA 1988;
- (H) references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- (I) references to times of the day are to London time;
- (J) headings to clauses and schedules are for convenience only and do not affect the interpretation of this agreement;
- (K) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official, or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
- (L)
  - (i) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
  - (ii) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.



**Schedule 2**  
**Conditions to Completion**

(Referred to in clause 3) (Conditions)

**1. Legal Disability of Sellers - Mental Disability or Bankruptcy**

None of the Sellers or the Covenantors is subject to any legal disability including, but not limited to any mental disability under the Mental Health Act 1983 or bankruptcy under the Insolvency Act 1986.

**2. Pre-emption**

A transfer to the Purchaser of the Shares being permitted under the articles of the Company.

**3. Compliance with clause 8 (Conduct of Business before Completion).**

Each Seller has complied fully with his obligations in clause 8 (Conduct of Business before Completion).

**4. Consents and Approvals**

- (A) the passing at a duly convened and held general meeting of the Purchaser of a resolution in the form signed for the purposes of identification by the Purchaser's Solicitors to approve the arrangements in this agreement;
- (B) receipt by the Purchaser of all consents and permissions required, in terms reasonably satisfactory to it, from all relevant regulatory authorities and bodies in respect of the transactions contemplated by this agreement.

**5. No Proceeding, Litigation or Judgement**

No order or judgement of any court or governmental, statutory or regulatory body in 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.

**Schedule 3**  
**Completion Arrangements**

At Completion:-

1. the Sellers 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 relevant transferors and any power of attorney under which any transfer is executed on behalf of any Seller or nominee;
  - (B) duly executed transfers in respect of the shares (if any) in Beta Instrument Europe N.V. and Beta Instrument Inc. not owned by the Company at the date of this agreement (other than the shares owned by Danny Buelens and Michael Conners respectively) in favour of such person as the Purchaser may nominate and share certificates in the names of the relevant transferors; and
  - (C) such waivers or consents as are required to enable the Purchaser or its nominees to be registered as holders of the Shares and in particular a waiver by each of the Sellers of their rights of pre-emption under Article 8 of the Articles of Association.
2. the Sellers shall procure that the Tax Covenant is executed and delivered to the Purchaser by the Covenantors;
3. the Sellers shall deliver to the Purchaser (or to any person whom the Purchaser may nominate) such of the following as the Purchaser may require:-
  - (A) the statutory books (which shall be written up to but not including the Completion Date), the certificate of incorporation (and any certificate of incorporation on change of name) and common seal (if any) of the Company and each other member of the Group and share certificates or other documents of title in respect of all the issued share capital of each Subsidiary of the Company (other than the shares in Beta Instrument Europe N.V. and Beta Instrument Inc. owned by Danny Buelens and Michael Conners respectively) together with duly executed transfers in respect of any shares in any of the Subsidiaries (other than as aforesaid) not held by the Company, insofar as they are not held by or to the order of the relevant member of the Group;
  - (B) the title deeds relating to each Immovable Property mentioned in Schedule 10 (Immovable Property owned by the members of the Group);
  - (C) a copy (signed by the auditors) of the letter from the auditors of the Company referred to in paragraph 5 below;

- (D) a letter from the Sellers' Solicitors in a form reasonably satisfactory to the Purchaser confirming that they have advised each of John Kyriakis and Walter Roland Tole fully of the effect of their providing the acknowledgements referred to in paragraph 6(C) below;
  - (E) duly executed deeds of release (in a form reasonably satisfactory to the Purchaser) from each of Joanna Mary Kyriakis and Ann Beryl Tole pursuant to which the pension obligations of the Company to those persons are released;
  - (F) a letter from the solicitors advising Joanna Mary Kyrakis and Ann Beryl Tole in a form reasonably satisfactory to the Purchaser confirming that they have fully advised those persons as to the effect of their signing the deeds of release referred to in paragraph 3(E) above and paragraph 3(J) below and that those persons have confirmed they understand such advice;
  - (G) the documents listed in clause 5.2(A) of the share purchase agreements bearing even date herewith between the Purchaser and Danny Albert Buelens and Michael Conners (respectively);
  - (H) duly executed deed polls (in a form reasonably satisfactory to the Purchaser) from each of Peter Lewis and Donald Jeffries confirming that they have no entitlement to life assurance cover on or after the date of their 60th birthdays;
  - (I) a duly executed deed of waiver (in a form reasonably satisfactory to the Purchaser) from Paul Sives pursuant to which he waives any right or claim against the Company to acquire any interest in any member of the Group;
  - (J) duly executed deeds of acknowledgement (in a form reasonably satisfactory to the Purchaser) from each of Joanna Mary Kyriakis and Ann Beryl Tole pursuant to which they confirm their resignations from employment with the Company (and any other member of the Group (if applicable)) and relinquish any rights which they may have had under any contract of employment with any member of the Group or under any statutory provision including any right to damages for wrongful dismissal, redundancy payment or compensation for loss of office or unfair dismissal and acknowledge that there are no amounts of any nature due or to become due to them from any member of the Group.
4. John Kyriakis and Walter Roland Tole shall resign their offices as director of each member of the Group and as treasurer and clerk (respectively) of Beta Instrument Inc. and John Kyriakis shall resign his office as secretary of the Company and each shall relinquish any rights which they may have under any contract of employment with any member of the Group or under any statutory provision including any right to damages for wrongful dismissal, redundancy payment or compensation for loss of office or unfair dismissal, such resignations to be tendered at the board meetings referred to in paragraph 6;

5. the Sellers shall procure the present auditors of the Company to resign their office as such, and in respect of the Company to deposit at the registered office of the Company a letter notifying their resignation, acknowledging that they have no claim against the Company and containing a statement pursuant to section 394(1) Companies Act 1985 that there are no circumstances connected with their ceasing to hold office which they consider should be brought to the attention of any members or creditors;
6. the Sellers shall procure board meetings of the Company and of each Subsidiary to be held at which:-
  - (A) in the case of the Company, it shall be resolved that each of the transfers relating to the Shares shall be approved for registration and (subject only to the transfer being duly stamped) each transferee registered as the holder of the Shares concerned in the register of members;
  - (B) each of the persons nominated by the Purchaser shall be appointed directors and/or secretary, as the Purchaser shall direct such appointments to take effect on the Completion Date;
  - (C) the resignations referred to in paragraph 4 above shall be tendered and accepted so as to take effect at the close of the meeting and each of the persons tendering his resignation shall deliver to the relevant member of the Group an acknowledgement executed as a deed that he has no claim against any member of the Group for breach of contract, compensation for loss of office, redundancy or unfair dismissal or on any other account whatsoever and that no agreement or arrangement is outstanding under which any member of the Group has or could have any obligation to him;
  - (D) all existing instructions to banks shall be revoked and new instructions shall be given to such banks in such form as the Purchaser may direct;
  - (E) the situation of the registered office shall be changed to such address as the Purchaser may nominate and (subject to the provisions of the Companies Acts) the accounting reference date shall be changed in accordance with any instructions given by the Purchaser.

The Sellers shall procure that minutes of each duly held board meeting, certified as correct by the secretary of the relevant company and the resignations and acknowledgements, referred to are delivered to the Purchaser's Solicitors.

7. the Purchaser shall pay to the Sellers' Solicitors by way of telegraphic transfer £9,505,000 (nine million five hundred and five thousand pounds) which shall discharge the obligation of the Purchaser under clause 4.1(A).

8. the Purchaser shall pay to the Purchaser's Solicitors by way of telegraphic transfer £1,000,000 (one million pounds) which shall discharge the obligation of the Purchaser under clause 4.1(D);
9. the Purchaser shall procure that the Purchaser's Solicitors provide a letter confirming that the Retention Account has been established, that it is credited with the sum of £1,000,000 and that they will operate the Retention Account in accordance with the provision of clause 4.3.

**Schedule 4**  
**Representations and Warranties**

Referred to in clause 6 (Sellers' Warranties and Covenants)

Contents list

1. Ownership of the Shares	37
2. Capacity of the Sellers and Covenantors	37
3. Arrangements between the Group and the Sellers	38
4. Other Interests of Sellers	38
5. Group Structure, etc.	38
6. Options, Mortgages and Other Encumbrances	39
7. Accuracy and Adequacy of Information	40
8. Consolidated Accounts	40
9. Events Since the Accounts Date	41
10. Work in Progress and Stock-in-Trade	42
11. Beta Limited Accounts	42
12. Beta Inc. Accounts	43
13. Beta (Far East) Limited Accounts	43
14. Beta N.V. Accounts	44
15. Contracts and Commitments	45
16. Insider Contracts	46
17. Powers of Attorney	47
18. Grants and Allowances	47
19. Terms of Trade	47

20. Substantial Dependence	47
21. Licences	48
22. Bank Accounts and Borrowings	48
23. Working Capital	49
24. Insolvency	50
25. Product Liability	50
26. Litigation	51
27. Delinquent and Wrongful Acts	51
28. Ownership and Condition of Assets	51
29. Ownership of Land	52
30. Intellectual Property	54
31. Competition and Trade Regulation Law	56
32. Insurances	58
33. Employment	58
34. The Environment	60
35. The Accounts and Tax	61
36. Tax Events since the Accounts Date	62
37. Tax Returns, Disputes, Records and Claims etc.	63
38. Stamp Duty and Stamp Duty Reserve Tax	63
39. Value Added Tax	64
40. Duties etc.	64
41. Tax on Disposal of Assets	64
42. Replacement of Business Assets	65
43. Distributions	65

44. Close Company	65
45. Non Deductible Revenue Outgoings	65
46. Deductions and Withholdings	66
47. Intra-Group Transactions	66
48. Residence	66
49. Group Arrangements	66
50. Demerger	66
51. Non-Arm's Length Transactions	66
52. Attribution of Gains	67
53. Unremittable overseas income and/or gains	67
54. Notice of nil liability	67

The Sellers represent and warrant to the Purchaser as follows:-

**1. Ownership of the Shares**

Each of the Sellers is the sole beneficial owner of the Ordinary Shares set opposite his name in Schedule 7 (Ownership of the Shares), and such shares in aggregate constitute the entire issued share capital of the Company.

**2. Capacity of the Sellers and Covenantors**

2.1 Each Seller warrants as regards himself that he has the requisite power and authority to enter into and perform this agreement and each Covenantor warrants as regards himself that he has the requisite power and authority to enter into and perform the Tax Covenant.

2.2 Each Seller warrants as regards himself that he is not:-

(A) under 18 years of age; or

(B) suffering from a mental disability under the Mental Health Act 1983 at the date of execution of this agreement.



- 2.3 Each Seller warrants as regards himself that this agreement constitutes and the Tax Covenant and the other documents executed by that Seller which are to be delivered at Completion will, when executed, constitute binding obligations of that Seller in accordance with their respective terms.
- 2.4 Each Seller warrants that the execution and delivery of, and the performance by him in his capacity as a Seller and as a Covenantor of his obligations under, this agreement and the Tax Covenant will not:-
- (A) result in a breach of any provision of the memorandum or articles of association of the Company or any member of the Group; or
  - (B) result in a breach of, or constitute a default under, any instrument to which he or any member of the Group is a party or by which he or any member of the Group is bound; or
  - (C) result in a breach of any order, judgement or decree of any court or governmental agency to which he or any member of the Group is a party or by which he or any member of the Group is bound.

### **3. Arrangements between the Group and the Sellers**

No indebtedness (actual or contingent) and no contract or arrangement other than at arm's length is outstanding between any member of the Group and any Seller or any person connected with any Seller or with any such member.

### **4. Other Interests of Sellers**

No 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.

### **5. Group Structure, etc.**

- 5.1 The Shares comprise the whole of the issued and allotted share capital of the Company and all of them are fully paid up.
- 5.2 There is no agreement or commitment outstanding which calls for the allotment, issue or transfer of, or accords to any person the right to call for the allotment or issue of, any shares (including the Shares) or debentures in or securities of any member of the Group.
- 5.3 Beta Instrument (Far East) Limited is a wholly-owned subsidiary of the Company and Beta Instrument (Europe) N.V. and Beta Instrument Inc. are subsidiaries of the Company and their results are all consolidated in the consolidated financial statements which form part of the Consolidated Accounts.

- 5.4 Schedule 9 lists all the Subsidiaries of the Company and no member of the Group has any interest in the share capital of any other body corporate or undertaking which is not a member of the Group and so listed.
- 5.5 No member of the Group acts or carries on business in partnership with any other person or is a member (otherwise than through the holding of share capital) of any corporate or unincorporated body, undertaking or association or holds or is liable on any share or security which is not fully paid up or which carries any liability.
- 5.6 Save for Beta Instrument (Europe) N.V., Beta Instrument Inc. and Beta Instrument (Far East) Limited, no member of the Group has any branch, agency, place of business or permanent establishment outside the United Kingdom.
- 5.7 No member of the Group is resident within the United Kingdom, the Channel Islands or the Isle of Man and:-
- (A) has equity share capital which has been listed on the London Stock Exchange at any time during the 10 years prior to the date of this agreement; or
  - (B) dealings in their equity share capital have been advertised in a newspaper on a regular basis for a continuous period of at least 6 months in the 10 years prior to the date of this agreement; or
  - (C) their equity share capital has been subject to a marketing arrangement as described in section 163(2)(b) Companies Act 1985 at any time during the 10 years prior to the date of this agreement (e.g. their shares have been dealt in on the Unlisted Securities Market or the Alternative Investment Market); or
  - (D) they have filed a prospectus for the issue of equity share capital at the Companies' Registry at any time during the 10 years prior to the date of this agreement.

## **6. Options, Mortgages and Other Encumbrances**

- 6.1 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.
- 6.2 No option, right to acquire, mortgage, charge, pledge, lien (other than a lien arising by operation of law in the ordinary course of trading) or other form of security or encumbrance or equity on, over or affecting the whole or any part of the undertaking or assets of any member of the Group (including any investment in any other member of the Group) is outstanding 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.

## 7. Accuracy and Adequacy of Information

- 7.1 The information given in Schedule 8 and Schedule 9 and in any attachments and in the Disclosure Letter (including any of its attachments) or information which is stated in the Disclosure Letter to have been disclosed to the Purchaser and the Circular Information is true and accurate in all respects and is not misleading in any material respect because of any omission or ambiguity or for any other reason.
- 7.2 The copies of the memorandum and articles of association or other like documents of each member of the Group which are annexed to the Disclosure Letter are complete and accurate in all respects, have attached to them copies of all resolutions and other documents required by law to be so attached and fully set out the rights and restrictions attaching to each class of share capital of the members of the Group to which they relate.
- 7.3 Save for immaterial errors the statutory books (including all registers and minute books) of each member of the Group have been properly kept and contain an accurate and complete record of the matters which should be dealt with in those books and no notice or allegation that any of them is incorrect or should be rectified has been received.
- 7.4 All documents which should have been delivered by any member of the Group to the Registrar of Companies have been properly so delivered.

## 8. Consolidated Accounts

The Consolidated Accounts:

- 8.1 were prepared in accordance with accounting practices generally accepted in the United Kingdom at the time they were prepared and commonly adopted by companies carrying on businesses similar to those carried on by the Company and the Subsidiaries;
- 8.2 subject to sub-paragraph 8.3 below, are an accurate aggregation of the profit and loss accounts and balance sheets of the Company and the Subsidiaries for the year ended 31st March, 1996; and
- 8.3 the Consolidated Accounts have been prepared by aggregating the Beta Limited Accounts, Beta N.V. Accounts, Beta (Far East) Accounts and Beta, Inc. Accounts, they have then been adjusted as per the list of adjustments, a copy of which, signed on behalf of the Purchaser and the Sellers, is attached to the Disclosure Letter, and includes adjustments in respect of, intra-Group stock profits, trading balances and sales and all other necessary consolidation adjustments.

## 9. Events Since the Accounts Date

- 9.1 An aggregated balance sheet of the Group as at the date of this agreement and on aggregated profit and loss account of the Group for the period from the Accounts Date up to the date of this agreement prepared on the same policies, practices and bases as the Consolidated Accounts would show that the aggregated net tangible assets of the Group would not be less than the aggregated net tangible assets as at the Accounts Date shown in the Consolidated Accounts and that the respective levels of turnover (both by value and by volume) and the gross and net profit margins were at least as high as during the corresponding period in the preceding year.
- 9.2 So far as the Sellers are aware (having made due and careful enquiry), since the Accounts Date:-
- (A) there has been no material adverse change in the financial position or prospects of any member of the Group;
  - (B) the business of each member of the Group has been carried on in the ordinary and usual course and in the same manner (including nature and scope) as in the past and no unusual or onerous contract differing from the routine contracts necessitated by the nature of its trade has been entered into by any member of the Group;
  - (C) no asset of a value in excess of £5,000 has been acquired or disposed of on capital account or has been agreed to be acquired or disposed of and no contract involving expenditure by it in excess of £5,000 on capital account has been entered into by any member of the Group;
  - (D) there has been no unusual increase or decrease in the level of the stock of any member of the Group;
  - (E) no debts or other receivables and no trading stock or goods of any member of the Group have been factored or sold or agreed to be sold, apart from the sale of trading stock to trade customers or the public on that member's standard terms of business in the routine course of trading;
  - (F) no member of the Group has offered price reductions or discounts or allowances on sales of trading stocks or services or provided them at less than cost to an extent which may materially affect its profitability;
  - (G) no resolution of any member of the Group in general meeting has been passed;
  - (H) no change in the accounting reference period of any member of the Group has been made; and

- (I) there has been no material adverse change in the financial position or profits of any Subsidiary and no change in the interests of the Group in any Subsidiary.

9.3 All book debts included in the Consolidated Accounts have been realised for an aggregate sum not being less than that included in the Consolidated Accounts and no indication has been received that any debt now owing to any member of the Group is bad or doubtful.

## **10. Work in Progress and Stock-in-Trade**

10.1 All work in progress represented in the Beta Limited Accounts, the Beta NV Accounts, the Beta Inc. Accounts and the Beta (Far East) Accounts has been valued on a basis excluding profit and including adequate provision for losses which are or could reasonably be anticipated.

10.2 All stock-in-trade represented in the Beta Limited Accounts, the Beta NV Accounts, the Beta Inc. Accounts and the Beta (Far East) Accounts was valued at the lower of cost or net realisable value. None of the stock-in-trade of any member of the Group is obsolete or slow moving or out of date, fashion or demand or likely to realise less than its book value.

10.3 The amounts of raw materials, work in progress, finished goods and packaging and promotional material held or ordered by each member of the Group are appropriate and normal for its present level of business.

## **11. Beta Limited Accounts**

### **11.1 The Beta Limited Accounts:-**

- (A) were prepared in accordance with accountancy practices generally accepted in the United Kingdom at the time they were audited and commonly adopted by companies in the same jurisdiction carrying on businesses similar to those carried on by the Company;
- (B) are complete and accurate in all material respects and in particular include full provision for bad and doubtful debts, for old depreciated and unsaleable stock and for Taxation on profits (whether of an income or capital nature) relating to any period ending on or before the date to which they are respectively made up;
- (C) show a true and fair view of the state of affairs of the Company at each accounting reference date to which the Beta Limited Accounts relate; and
- (D) are not affected by any unusual or non-recurring items.

11.2 At the Accounts Date the Company had no liability (whether actual, contingent, unquantified or disputed) or outstanding capital commitment which is not adequately disclosed or provided for in the Beta Limited Accounts.

11.3 The accounting records of the Company have been kept on a proper and consistent basis (no change in the methods or bases of valuation or accountancy treatment having been made for at least six years prior to the Accounts Date or since), are up-to-date and contain complete and accurate details of the business activities of the Company and of all matters required by the Companies Acts to be entered in them.

## 12. Beta Inc. Accounts

12.1 The Beta Inc Accounts:-

(A) with respect to the accounts for the year ended on the Accounts Date, were prepared in accordance with GAAP and with accountancy practices generally accepted in the United States at the time they were audited and commonly adopted by companies in the same jurisdiction carrying on businesses similar to those carried on by the Company and, with respect to the accounts for each of the two accounting periods the last of which ended on 30th June, 1995, were prepared in a similar manner at the time they were drawn up;

(B) are complete and accurate in all material respects and in particular include full provision for bad and doubtful debts, for old depreciated and unsaleable stock and for Taxation relating to any period ending on or before the date to which they are respectively made up;

(C) show a true and fair view of the state of affairs of Beta Instrument Inc. at each accounting reference date to which the Beta Instrument Inc. Accounts relate; and

(D) are not affected by any unusual or non-recurring items.

12.2 At the Accounts Date Beta Instrument Inc. had no liability (whether actual, contingent, unquantified or disputed) or outstanding capital commitment which is not adequately disclosed or provided for in the Beta Inc. Accounts.

12.3 The accounting records of Beta Instrument Inc. have been kept on a proper and consistent basis (no change in the methods or bases of valuation or accountancy treatment having been made for at least six years prior to the Accounts Date or since), are up-to-date and contain complete and accurate details of the business activities of that company and of all matters required by any applicable statutory provision to be entered in them.

## 13. Beta (Far East) Limited Accounts

13.1 The Beta (Far East) Accounts:-

- (A) were prepared in accordance with generally accepted accounting principles and with accountancy practices generally accepted in Korea at the time they were drawn up and commonly adopted by companies in the same jurisdiction carrying on businesses similar to those carried on by the Beta Instrument (Far East) Limited;
- (B) are complete and accurate in all material respects and in particular include full provision for bad and doubtful debts, for old depreciated and unsaleable stock and for Taxation relating to any period ending on or before the date to which they are respectively made up;
- (C) show a true and fair view of the state of affairs of Beta Instrument (Far East) Limited at each accounting reference date to which the Beta (Far East) Accounts relate; and
- (D) are not affected by any unusual or non-recurring items.

13.2 At the Accounts Date Beta Instrument (Far East) Limited had no liability (whether actual, contingent, unquantified or disputed) or outstanding capital commitment which is not adequately disclosed or provided for in the Beta (Far East) Accounts.

13.3 The accounting records of Beta Instrument (Far East) Limited have been kept on a proper and consistent basis (no change in the methods or bases of valuation or accountancy treatment having been made for at least six years prior to the Accounts Date or since), are up-to-date and contain complete and accurate details of the business activities of that company and of all matters required by any applicable statutory provision to be entered in them.

#### 14. Beta N.V. Accounts

##### 14.1 The Beta N.V. Accounts:-

- (A) were prepared in accordance with generally accepted accounting principles and with accountancy practices generally accepted in Belgium at the time they were drawn up and commonly adopted by companies in the same jurisdiction carrying on businesses similar to those carried on by the Beta Instrument (Europe) N.V.;
- (B) are complete and accurate in all material respects and in particular include full provision for bad and doubtful debts, for old depreciated and unsaleable stock and for Taxation relating to any period ending on or before the date to which they are respectively made up;
- (C) show a true and fair view of the state of affairs of Beta Instrument (Europe) N.V. at each accounting reference date to which the Beta Instrument (Europe) N.V. Accounts relate; and

(D) are not affected by any unusual or non-recurring items.

- 14.2 At 31st March, 1996 Beta Instrument (Europe) N.V. had no liability (whether actual, contingent, unquantified or disputed) or outstanding capital commitment which is not adequately disclosed or provided for in the Beta N.V. Accounts.
- 14.3 The accounting records of Beta Instrument (Europe) N.V. have been kept on a proper and consistent basis (no change in the methods or bases of valuation or accountancy treatment having been made for at least six years prior to the 31st March 1996 or since), are up-to-date and contain complete and accurate details of the business activities of that company and of all matters required by any applicable statutory provision to be entered in them.

## 15. Contracts and Commitments

- 15.1 No member of the Group is under any obligation, nor is it a party to any contract, which cannot readily be fulfilled or performed by it on time and without undue or unusual expenditure of money or effort.
- 15.2 No member of the Group is a party to or has any liability (present or future) under any guarantee or indemnity or letter of credit or any leasing, hiring, hire purchase, credit sale or conditional sale agreement or has entered into any contract or commitment involving, or likely to involve, obligations or expenditure of an unusual or exceptional nature or magnitude.
- 15.3 No member of the Group is a party to any contract (or arrangement which is material to any member of the Group) which restricts its freedom to carry on its business in any part of the world in such manner as it may think fit, or to any agency, distributorship or management agreement.
- 15.4 No Seller is aware of any breach of, or any invalidity, or grounds for determination, rescission, avoidance or repudiation of, any contract to which any member of the Group is a party or of any allegation of such a thing.
- 15.5 No member of the Group has outstanding any bid or tender or sale or service proposal which is substantial in relation to its business or which, if accepted, would be likely to result in a loss.
- 15.6 Except for any guarantee or warranty implied by law or contained in its standard terms of business (a copy of which is attached to the Disclosure Letter), no member of the Group has given any guarantee, indemnity, warranty, or made any representation, in respect of goods or services supplied or contracted to be supplied by it or accepted any liability or obligation that would apply after any such goods or services had been supplied by it.



- 15.7 No member of the Group is a party to any joint venture agreement or arrangement or any agreement or arrangement under which it is to participate with any other in any business (other than a recognised trade association).
- 15.8 No member of the Group is a party to any agreement or arrangement or under any obligation under which it is or may become liable to make any investment (as defined in section 1(l) of the Financial Services Act 1986) with, or to deposit any money with, or to provide any loan or financial accommodation or credit (other than normal trade credit) to any person, or to subscribe, convert, acquire, dispose of or underwrite any investment.
- 15.9 No member of the Group is a party to any contract which falls within any of the cases specified below:-
- (A) the contract is of a value in terms of expenditure or revenue expectations in excess of £75,000;
  - (B) the contract relates to matters not within the ordinary business of that member or it constitutes a commercial transaction or arrangement deviant from the usual pattern for that member and in either case is of a value in terms of expenditure or revenue expectations in excess of £20,000; or
  - (C) the contract is of one year or greater duration, or if it is less than of three years' duration, it is of a length which significantly exceeds what is normal in the circumstances; or
  - (D) the contract can be terminated in the event of any change in the underlying ownership or control of that member or would be affected by such change and the consequences of such contract being terminated or materially affected would be material to the business of that member;

and for this purpose “contract” includes any understanding, arrangement or commitment however described.

## 16. Insider Contracts

There is not, and there has not at any time during the last six years been, any contract or arrangement to which any member of the Group is, or was, a party and in which any Seller, or any director of any member of the Group or any person connected with any such director is, or has been, interested, either directly or indirectly, and no member of the Group is a party to, nor have its profits or financial position during that period been affected by, any contract or arrangement which was not of an entirely arm's length nature.

## 17. Powers of Attorney

No member of the Group has given any power of attorney or other authority (express, implied or ostensible) which is still outstanding or effective to any person to enter into any contract or commitment on its behalf other than:-

- (A) to its employees to enter into routine trading contracts in the normal course of their duties; or
- (B) in respect of powers of attorney contained as incidental provisions in documents entered into in the normal course of business.

## 18. Grants and Allowances

Full particulars of all grants, allowances, aids and subsidies paid or made to any member of the Group during the last six years by, and of all outstanding claims by any member of the Group for any such grant, allowance, aid or subsidy from, any supranational, national or local authority or government agency are set out in the Disclosure Letter and no member of the Group has done or failed to do any act or thing which could result, nor will the sale of the Shares result, in all or any part of such grant, allowance, aid or subsidy becoming repayable or forfeited.

## 19. Terms of Trade

- 19.1 During the three years preceding the date of this agreement there has been no substantial change (apart from normal price changes) in the bases or terms on which any person has been prepared to enter into contracts or to do business with any member of the Group and so far as the Sellers are aware no change of that kind is expected.
- 19.2 No substantial customer or supplier of any member of the Group (being a customer accounting for more than 5 per cent. of the sales of the member concerned or a supplier accounting for more than 5 per cent. of the purchases of the member concerned) has during the twelve months preceding the date of this agreement ceased or indicated an intention to cease trading with or supplying to that member or so far as the Sellers are aware is likely to reduce substantially its trading with or supplies to that member and so far as the Sellers are aware the attitude or actions of customers, suppliers, employees and other persons with regard to the Group will not be prejudicially affected by the execution of this agreement or Completion.
- 19.3 No member of the Group uses or otherwise carries on its business under any name other than its corporate name.

## 20. Substantial Dependence

Neither in the financial period ending on the Accounts Date nor in the period since the Accounts Date has any person (together with other persons connected with him)

purchased from or sold to any member of the Group more than 10 per cent. of the aggregate amount of all sales or purchases made by that member during such period, and there is no person (together with other persons connected with him) cessation of transactions with whom would cause substantial disruption to the business of such a member.

## **21. Licences**

All licences, consents and other permissions and approvals required for or in connection with the carrying on of the business now being carried on by the each member of the Group (other than in respect of Intellectual Property) are listed in the Disclosure Letter, are not limited in duration or subject to onerous conditions and are in full force and effect and all reports, returns and information required by law or as a condition of any licence, consent, permit or approval to be made or given to any person or authority in connection with the business of any member of the Group have been made or given to the appropriate person or authority and so far as the Sellers are aware there is no circumstance which indicates that any licence, consent, permission or approval is likely to be revoked or which may confer a right of revocation.

## **22. Bank Accounts and Borrowings**

- 22.1 Full details of all bank accounts maintained or used by each member of the Group (including, in each case, the name and address of the bank with whom the account is kept and the number and nature of the account) and of all direct debit or standing order or similar authorities applicable to any of the accounts and statements showing all payments and receipts on each account as at the close of business on a date not being more than seven days prior to the date of this agreement are set out in or attached to the Disclosure Letter. Since the date of each statement no payment out of any of the accounts has been made, except for routine payments in the ordinary course of trading, and the present balances are not substantially different from those shown in the statement. Amounts represented by cheques, warrants, mandates or other payment instructions issued or given by any member of the Group which at the date of this agreement remain outstanding or unpaid or unperformed do not exceed in the aggregate sum payment instructions disclosed and will be duly paid by the relevant member of the Group.
- 22.2 Full details of all overdraft, loan and other financial facilities available to any member of the Group and the amounts outstanding under them are set out in the Disclosure Letter and no Seller or any member of the Group has done anything whereby the continuance of any of those facilities might be affected or prejudiced.
- 22.3 The total amount borrowed by each member of the Group from its bankers does not exceed its financial facilities and the total amount borrowed from whatsoever source does not exceed any limitation on its borrowing contained in the relevant member's articles of association;

22.4 Except for the borrowings referred to in paragraphs 22.1 and 22.2 and for any loan capital referred to in schedules 8 and 9, no member of the Group has outstanding any loan capital or incurred or agreed to incur any borrowing which it has not repaid or satisfied, or has lent or agreed to lend any money which has not been repaid to it or owns the benefit of any debt present or future (other than debts due to it in respect of the sale of trading stock in the normal course of trading) or is a party to or has any obligation under:-

- (A) any loan agreement, debenture, acceptance credit facility, bill of exchange, promissory note, finance lease, debt or inventory financing, discounting or factoring arrangement or sale and lease back arrangement; or
- (B) any other arrangement the purpose of which is to raise money or provide finance or credit.

22.5 So far as the Sellers are aware no event which is or, with the passing of any time or the giving of any notice, certificate, declaration or demand, would become an event of default under or any breach of any of the terms of any loan capital, borrowing, debenture or financial facility of any member of the Group or would entitle any third party to call for repayment prior to normal maturity has occurred or been alleged.

22.6 No member of the Group has borrowed any amount, from whatever source, after the Accounts Date which has not been repaid, otherwise than in respect of the facilities referred to in paragraph 22.2.

## 23. Working Capital

On the basis of the assumptions listed below, the existing bank and other facilities set out in the Disclosure Letter provide each member of the Group with sufficient working capital for its present requirements (that is to say, to enable it to continue to carry on its business in its present form and at its present level of turnover for a period of 12 months following Completion) and for the purpose of performing in accordance with their terms all orders, projects and contractual obligations which have been placed with or undertaken by it. In giving this warranty the Sellers have assumed that:

- (A) there will be no major insolvencies (other than those which would be expected in the normal course of business) amongst the Group's customers;
- (B) there will be no significant changes in tax rates; and
- (C) no events will occur of a general nature which would cause a properly prepared cash flow forecast in respect of the Group to be rendered inaccurate.

## 24. Insolvency

- 24.1 No order has been made and no resolution has been passed for the winding up of any member of the Group or for a provisional liquidator to be appointed in respect of any member of the Group and no petition has been presented and no meeting has been convened for the purpose of winding up any member of the Group.
- 24.2 No administration order has been made and no petition for such an order has been presented in respect of any member of the Group.
- 24.3 No receiver (which expression shall include an administrative receiver) has been appointed in respect of any member of the Group or all or any of its assets.
- 24.4 No member of the Group is insolvent, or unable to pay its debts within the meaning of section 123 Insolvency Act 1986, or has stopped paying its debts as they fall due.
- 24.5 No voluntary arrangement has been proposed under section 1 Insolvency Act 1986 in respect of any member of the Group.
- 24.6 No event analogous to any of the foregoing has occurred in or outside England.
- 24.7 No unsatisfied judgement is outstanding against any member of the Group.
- 24.8 No guarantee, loan capital, borrowed money or interest is overdue for payment, and no other obligation or indebtedness is outstanding which is substantially overdue for performance or payment.
- 24.9 No bankruptcy order has been made in respect of any of the Sellers or a petition for such an order presented.
- 24.10 No application has been made in respect of any of the Sellers for an interim order under section 253 Insolvency Act 1986.
- 24.11 None of the Sellers are unable to pay or to have no reasonable prospect of being able to pay any debt as those expressions are defined in section 268 Insolvency Act 1986.
- 24.12 No person has been appointed by the court to prepare a report in respect of any of the Sellers under section 273 Insolvency Act 1986.
- 24.13 No interim receiver has been appointed of the property of any of the Sellers under section 286 Insolvency Act 1986.

## 25. Product Liability

No member of the Group has manufactured, sold or provided any product or service which does not in any material respect comply with all applicable laws, regulations or standards or which is inherently defective, or dangerous when used in accordance

with relevant product manuals and instructions or not in accordance with any representation or warranty, express or implied, given in respect of it.

## **26. Litigation**

No member of the Group is engaged in any litigation or arbitration, administrative or criminal proceedings, whether as plaintiff, defendant or otherwise (except for normal debt collection not exceeding £10,000 in aggregate for the Group) and no litigation or arbitration, administrative or criminal proceedings by or against any member of the Group is pending, threatened or expected and so far as the Sellers are aware (having made due and careful inquiry of the senior management of each member of the Group), there is no fact or circumstance likely to give rise to any such litigation or arbitration, administrative or criminal proceedings or to any proceedings against any director or employee (past or present) of any member of the Group in respect of any act or default for which the that member might be vicariously liable.

## **27. Delinquent and Wrongful Acts**

- 27.1 No member of the Group has committed or is liable for any criminal, illegal, unlawful or unauthorised act or breach of any obligation or duty whether imposed by or pursuant to any statute, order, regulation or the like, and no claim that it has or is remains outstanding against any such member.
- 27.2 So far as the Sellers are aware (having made due and careful inquiry of the senior management of each member of the Group) no member of the Group has received notification that any investigation or inquiry is being or has been conducted by any governmental or other body in respect of the affairs of any member of the Group and the Sellers are not aware of any circumstances which would give rise to such investigation or inquiry.

## **28. Ownership and Condition of Assets**

- 28.1 Each of the assets (other than the Immovable Property and Intellectual Property) included in the Audited Accounts or acquired by any member of the Group since the Accounts Date (other than current assets sold, realised or applied in the normal course of trading) is owned both legally and beneficially by a member of the Group free from any third party rights, and each of those assets (other than as aforesaid) capable of possession is in the possession of a member of the Group.
- 28.2 All plant and machinery (including fixed plant and machinery), vehicles and office equipment used by any member of the Group in connection with its business are in fair repair and condition, regularly maintained and fully serviceable and capable of being properly used in connection with the business of the relevant part of the Group and none is dangerous or in need of renewal or replacement at a cost in excess of £7,500 within six months from Completion.

28.3 The plant register kept by each member of the Group which has been produced to the Purchaser for its inspection sets out a complete and accurate record of the plant and machinery and vehicles owned by it.

28.4 No member of the Group has agreed to acquire any asset on terms that the property in it does not pass until full payment is made.

## 29. Ownership of Land

29.1 The Owned Immovable Properties are the only Immovable Properties owned, used or occupied by the members of the Group or in respect of which any member of the Group has any estate, interest, right or liability. Each of the Immovable Properties is used and occupied for the purpose of the business of any member of the Group.

### 29.2 Title

In relation to each of the Owned Immovable Properties:-

- (A) The members of the Group named in Schedule 10 (Immovable Property owned by the members of the Group) as its owner is solely legally and beneficially entitled to the Immovable Property and has good and marketable title to it;
- (B) The member of the Group named in Schedule 10 (Immovable Property owned by the members of the Group) as its owner has under its control all of the title deeds and documents necessary to prove its title to the Owned Immovable Property;
- (C) the member of the Group named in Schedule 10 as its owner holds the Owned Immovable Property subject to the leases, underleases, tenancies, licences or other agreements or arrangements particulars of which are set out in Schedule 10 but otherwise on an exclusive basis;

### 29.3 Encumbrances

- (A) There are no mortgages or charges, legal or equitable, fixed or floating, affecting the Owned Immovable Property nor does any person have or claim any lien on the Owned Immovable Property or the documents of title relating thereto.
- (B) The Owned Immovable Property is not subject to any covenants, restrictions or other encumbrances.

### 29.4 Planning Matters

- (A) The current use of each UK Immovable Property is the permitted use under Town and Country Planning legislation (or any legislation of a similar nature affecting the Non-UK Immovable Property).

- (B) There are no conditions which remain to be fulfilled to any material degree under any consent or permission or in the case of continuing conditions are not being complied with.
- (C) So far as the Sellers are aware no enforcement notice, stop notice or breach of condition notice (or any notice of a similar nature affecting the Non-UK Immovable Property) has been served on any member of the Group nor (so far as the Sellers are aware) on any third party affecting the UK Immovable Property and no such enforcement action has been threatened against any such member nor (so far as the Sellers are aware) any third party.
- (D) So far as the Sellers are aware the UK Immovable Property is not subject to or affected by any agreement or planning obligation under section 52 Town and Country Planning Act 1971, section 106 Town and Country Planning Act 1990, section 33 Local Government (Miscellaneous Provisions) Act 1982 or any legislation of a similar nature.

#### 29.5 Statutory Obligations

The Sellers are not aware of any material breach of any statutes, orders or regulations affecting the Owned Immovable Property, its current use or development or the employment of persons or the use of any fixtures, machinery or chattels in it, or of any outstanding requirements or recommendations of any competent authority and the Owned Immovable Property complies with the current requirements of the insurers of the Owned Immovable Property and the Sellers have received no notice of any breach.

#### 29.6 Outgoings

So far as the Sellers are aware the Owned Immovable Property is not subject to the payment of any outgoings other than the uniform business rate or water rates and the rents insurance and service charge reserved by the relevant Lease all of which have been paid to date.

#### 29.7 Disputes, Notices and Claims

There are no outstanding material litigation, notices, disputes, actions, claims, liabilities, demands or complaints which materially adversely affect the Owned Immovable Property or adjacent land used or occupied in connection with the Immovable Property nor has the member of the Group named in Schedule 10 as its owner received notice of any anticipated material litigation, disputes, actions, claims, liabilities, demands or complaints.

#### 29.8 Adverse Interests

- (A) The UK Immovable Property is not subject to any of the over-riding interests referred to in section 70 Land Registration Act 1925.



- (B) No one is in adverse possession of the Owned Immovable Property or acquiring any rights adversely affecting it.

#### 29.9 Services and Access

There are available to the Owned Immovable Property all rights and easements and such services as are necessary for the existing use and enjoyment of the Immovable Property.

#### 29.10 Leasehold Property

In relation to each of the Owned Immovable Properties which is leasehold:-

- (A) the Owned Immovable Property is held under the terms of the lease (the "Lease") briefly referred to in Schedule 10 (Immovable Property owned by the members of the Group) and so far as the Sellers are aware no collateral assurances, undertakings or concessions have been made by the Sellers or any member of the Group;
- (B) the rent and all other sums payable under the Lease have been paid to date, and so far as the Sellers are aware all covenants and conditions contained in the Lease or in any licence, consent or other document entered into supplemental to the Lease, whether on the part of the landlord or the tenant have been observed and performed to date in all material respects;
- (C) there are no restrictions in the Lease and the Sellers are not aware of any restriction in any superior title which prevent the Owned Immovable Property from being used now or in the future for its current use.

#### 29.11 Immovable Properties Subject to Tenancies

In relation to each of the Owned Immovable Properties referred to in Schedule 10 (Immovable Property owned by the members of the Group):-

- (A) all material details of the leases, tenancies, licences and agreements to which the Owned Immovable Property is subject ("Letting Documents") are correctly summarised in Schedule 10 (Immovable Property owned by the members of the Group);
- (B) all covenants and conditions contained in the Letting Documents or in any licence, consent or other document entered into supplemental to the Letting Documents have been observed and performed to date in all material respects.

### 30. Intellectual Property

- 30.1 Details of all rights in any Intellectual Property and Business Information Required for the Business, owned by the Sellers have been disclosed.

- 30.2 Details of all rights in any Intellectual Property (other than copyright and unregistered designs) owned by any member of the Group are set out in Part A of Schedule 11 (Intellectual Property).
- 30.3 Details of all licences (excluding software licences) granted to or by any member of the Group in respect of any Intellectual Property are set out in Part B of Schedule 11 (Intellectual Property). Copies of such licences are annexed to the Disclosure Letter.
- 30.4 All rights in all Intellectual Property and Confidential Business Information owned or otherwise Required for the Business of any member of the Group are vested in or validly granted to the member of the Group concerned and are not subject to any limit as to time or any other limitation, right of termination (including, without limitation, on any change in the underlying ownership or control of the Company or the relevant member of the Group) or restriction and all renewal fees and steps required for their maintenance or protection have been paid and taken.
- 30.5 All rights in Intellectual Property and all Business Information owned or otherwise Required for the Business of any member of the Group is in the possession of the member of the Group concerned, and such member is not a party to any confidentiality or other agreement or subject to any duty which restricts the free use or disclosure of any of that Business Information.
- 30.6 Except as listed in Part B of Schedule 11 (Intellectual Property), no member of the Group has granted or is obliged to grant any licence, sub-licence or assignment in respect of any Intellectual Property owned or otherwise Required for the Business of that member or in the five years prior to the date of this agreement has disclosed or is obliged to disclose any Confidential Business Information Required for the Business of that member to any person, other than its employees or those of another member of the Group for the purpose of carrying on its business.
- 30.7 So far as the Sellers are aware no member of the Group nor any party with which such member has contracted is in breach of any licence, sub-licence or assignment granted to or by it in respect of any Intellectual Property owned or otherwise Required for the Business of that member or of any agreement under which any Business Information was or is to be made available to it.
- 30.8 So far as the Sellers are aware the processes and methods employed, the services provided, the businesses conducted and the products manufactured, used or dealt in by any member of the Group within the last six years do not, and/or at the time of being employed, provided, conducted, manufactured, used or dealt in did not, infringe the rights of any other person in any Intellectual Property or Business Information.
- 30.9 So far as the Sellers are aware there is no, nor has there been at any time during the past six years any, unauthorised use or infringement by any person of any of the Intellectual Property or Confidential Business Information owned or otherwise Required for the Business of any member of the Group.

- 30.10 None of the Company's records, systems, controls data or information are recorded, stored, maintained, operated or otherwise wholly or partly dependent on or held by any means (including any electronic, mechanical or photographic process whether computerised or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of the Company.
- 30.11 The Information Technology is owned by or validly licensed to a member of the Group and is in the reasonable opinion of the Sellers all that is Required for the Business.
- 30.12 All agreements relating to Information Technology have been disclosed and the transactions contemplated hereunder will not give rise to a right of termination of any such agreement nor any payment in excess of the payment which would have been payable by the relevant member of the Group but for such transactions.
- 30.13 The Company has, if required to do so under the Data Protection Act 1984, duly registered as a data user and has complied with the Data Protection Principles as set out in that Act.
- 30.14 Since 1st January 1981:
- (A) no party has sought to exercise any of its rights or perform any of its obligations under the Deed of Agreement dated 14th November 1973 between Vijay Khadkikar (1), Madhav Khadkikar (2), John Kyriakis (3) and Walter Role (4); and
  - (B) there has been no correspondence, agreement or contact, whether oral or written (including, without limitation, any contact relating to approvals given by the Government of India, or to the shares held in Beta Instrument Co. (India) PVT Limited ("Beta (India)") by John Kyriakis and Walter Tole) between Vijay Khadkikar, Madhav Khadkikar or Beta (India) on the one hand and John Kyriakis, Walter Tole or Beta Instrument Company Limited on the other hand, or any party acting on behalf of such individuals or companies.

Each of the Sellers acknowledges that a breach of this warranty could result in substantial loss or damage, cost or expense being sustained or incurred by the Purchaser.

### **31. Competition and Trade Regulation Law**

- 31.1 No member of the Group is or has been a party to or is or has been concerned in any agreement or arrangement or is conducting or has conducted itself (whether by omission or otherwise) in a manner which:-
- (A) has been or is required to be registered under RTPA 1976; .

- (B) contravenes the provisions of the Resale Prices Act 1976 or any secondary legislation adopted under the Fair Trading Act 1973;
  - (C) infringes Article 85 or 86 of the Treaty establishing the European Economic Community or any other anti-trust or similar legislation in any jurisdiction in which any member of the Group has assets or carries or intends to carry on business or where its activities may have an effect; or
  - (D) is registrable, unenforceable or void (whether in whole or in part) or renders it or any other member of the Group liable to civil, criminal or administrative proceedings by virtue of any anti-trust or similar legislation in any jurisdiction in which any member of the Group has assets or carries on business or where its activities may have an effect.
- 31.2 (A) No member of the Group is or has been a party to or is or has been concerned in any agreement or arrangement in respect of which any undertaking has been given by or any order made against any member of the Group pursuant to RTPA 1976 or in respect of which an undertaking has been given by or an order made against any member of the Group pursuant to the Resale Prices Act 1976.
- (B) No member of the Group has given an undertaking to, or is subject to any order of or (so far as the Sellers are aware) investigation by, or has received any request for information from, any court or governmental authority (including, without limitation, any national competition authority and the Commission of the European Economic Community) under any anti-trust or similar legislation in any jurisdiction in which any member of the Group has assets or carries on or intends to carry on business or where its activities may have an effect.
  - (C) No member of the Group is or has been a party to or is or has been concerned in any agreement or arrangement in respect of which an application for negative clearance and/or exemption has been made to the Commission of the European Community.
- 31.3 (A) So far as the Sellers are aware none of the businesses or activities of any member of the Group as currently conducted could give rise to the imposition of any anti-dumping duty or other sanction under any trade regulation legislation in respect of any products manufactured by any member of the Group or in which any member of the Group trades.
- (B) So far as the Sellers are aware no anti-dumping duty regime or other sanction under any trade regulation legislation is or has been in force in any area in or to which any member of the Group manufactures, trades or sells in respect of products manufactured by any member of the Group or in which any member of the Group trades.

(C) No undertaking has been given by any member of the Group to any governmental authority (including without limitation the authorities of the European Community) under any anti-dumping or other trade regulation legislation.

31.4 (A) No member of the Group is or has been in receipt of any aid from any state, governmental or similar agency which could be which could be required to be repaid to that agency under any circumstances.

(B) No Seller is aware of any investigation, complaint, action or negative decision in relation to the receipt or alleged receipt by it of any aid of the nature referred to in paragraph (A) above or of any such threatened investigation, complaint, action or negative decision.

### 32. Insurances

32.1 Each member of the Group has in the reasonable opinion of the Sellers (having taken independent professional advice) maintained adequate insurance cover against risks normally insured against by companies carrying on a similar business, and in particular has maintained all insurance required by statute and adequate product liability and environmental liability insurance, and has insured its assets against those risks to their full replacement value free from any deduction or excess.

32.2 Full details of the insurance policies in respect of which any member of the Group has an interest are annexed to the Disclosure Letter, all such policies are in full force and effect and are not void or voidable, no claims are outstanding and so far as the Sellers are aware (having made due and careful enquiry) no event has occurred which might give rise to any claim.

### 33. Employment

33.1 A list of the names, jobs and short details of the terms of employment of every employee of each member of the Group and the years of continuous service for redundancy purposes of that employee are set out in the Disclosure Letter.

33.2 A list of the names, jobs and full details of the terms of employment (including the emoluments) of every employee of each member of the Group who is entitled to emoluments at a rate, or (in the case of fluctuating amounts) an average annual rate over the last three financial years, in excess of £25,000 per annum (or its equivalent in local currency at exchange rates prevailing at the date of this agreement), and of every director who is also an employee (together "Senior Employees") and the years of continuous service for redundancy purposes of that employee, are set out in the Disclosure Letter.

33.3 Full particulars of the terms of all consultancy agreements with each member of the Group are contained in the Disclosure Letter.

- 33.4 Full details of any benefit received by any Senior Employee otherwise than in cash, and of any benefit received by any such employee in cash which is related to sales, profits or performance, or which is otherwise variable (other than normal overtime), are set out in the Disclosure Letter.
- 33.5 Any contract of employment with any director or employee to which any member of the Group is a party can be terminated by the employing company without damages or compensation (other than that payable by statute) by giving at any time only the minimum period of notice applicable to that contract which is specified in section 49 Employment Protection (Consolidation) Act 1978.
- 33.6 No director or employee of any member of the Group has given notice terminating his contract of employment or is under notice of dismissal and no amount due to or in respect of any director or employee or former director or employee of any member of the Group is in arrear and unpaid other than his salary for the month current at the date of this agreement.
- 33.7 Since the Accounts Date, no change has been made in the emoluments or other terms of engagement of any director or employee of any member of the Group and no such change, and no negotiation or request for such a change, is due or expected within six months from the date of this agreement.
- 33.8 Except in respect of any pension scheme mentioned in Schedule 12 (Pensions), no member of the Group is paying, or is under any liability (actual or contingent) to pay or secure (other than by payment of employers' contributions under national insurance or social security legislation), any pension or other benefit on retirement, death or disability or on the attainment of a specified age or on the completion of a specified number of years of service.
- 33.9 There is no dispute between any member of the Group and any trade union or other organisation formed for a similar purpose existing, pending or threatened and there is no collective bargaining agreement or other arrangement (whether binding or not) to which any member of the Group is a party.
- 33.10 No member of the Group has outstanding any undischarged liability to pay to any governmental or regulatory authority in any jurisdiction any contribution, Taxation or other impost arising in connection with the employment or engagement of personnel by any member of the Group.
- 33.11 Each member of the Group has at all relevant times complied with all its obligations under statute and otherwise concerning the health and safety at work of its employees. No claims have been made nor (so far as the Sellers are aware having made due and careful enquiry) are any capable of arising or threatened or pending by any employee or third party in respect of any accident or injury which are not fully covered by insurance.

### 34. The Environment

34.1 In relation to the UK Immovable Property, the Non UK Property situated at Taunton Massachusetts and situated in Belgium and, so far as the Sellers are aware, the remainder of the Owned Immovable Properties:

- (A) All Environmental Permits have been obtained and are in full force and effect and no Environmental Permits will expire or require renewal within five years from the date of this agreement and none are subject to onerous conditions.
- (B) No circumstances exist which will result in and the sale of the Shares under this agreement will not result in (a) the variation, limitation or revocation of any Environmental Permit in any material respect or (b) any Environmental Permit not being extended, renewed or granted.
- (C) Insofar as the extension, renewal or grant of any Environmental Permit is likely to be required within five years from the date of this agreement in connection with the carrying on of the business of the relevant member of the Group substantially as it is presently carried on, the obtaining and maintaining in force of such Environmental Permit will not so far as the Sellers are aware (based on statutory requirements in force at the date hereof) require any material expenditure by the relevant member of the Group.

- 34.2
- (A) Within the last three years each member of the Group has complied at all times and in all material respects with Environmental Laws in relation to the Business and the Owned Immovable Property .
  - (B) No Environmental Matters have arisen out of any Relevant Business or any other act or omission of any member of the Group or are in existence at or (as a result of any act or omission of any member of the Group) around any Owned Immovable Property which could give rise under Environmental Laws to any Relevant Person incurring material fines, penalties, losses, damages, expenses or liabilities.
  - (C) None of the Owned Immovable Properties have been used by any member of the Group for any purpose which has or is reasonably likely to have resulted in pollution by Hazardous Materials of ground or groundwater at or about any such Owned Immovable Properties.
  - (D) At no time within the last five years has any member of the Group received any notice alleging any material liability in relation to Environmental Matters or that any Works are required.

### 35. The Accounts and Tax

35.1 No member of the Group has any liability in respect of Taxation (whether actual or contingent) that is not fully provided for in the Consolidated Accounts and, in particular, has no outstanding liability for:-

- (A) Taxation in any part of the world assessable or payable by reference to profits, gains, income or distributions earned, received or paid or arising or deemed to arise on or at any time prior to the Accounts Date or in respect of any period starting before the Accounts Date; or
- (B) for purchase, value added, sales or other similar tax in any part of the world referable to transactions effected on or before the Accounts Date

that is not provided for in full in the Consolidated Accounts.

35.2 No member of the Group has any liability in respect of Taxation (whether actual or contingent) that is not fully provided for in the respective accounts (being the Beta Limited Accounts, the Beta Inc. Accounts, the Beta N.V. Accounts and the Beta (Far East) Accounts) and, in particular, has no outstanding liability for:-

- (A) Taxation in any part of the world assessable or payable by reference to the profits, gains, income or distributions earned, received or paid or arising or deemed to arise on or at any time prior to the accounts date of each member of the Group (being, in the case of the Company, Beta Instrument Inc. and Beta Instrument (Far East) Limited, the Accounts Date and in the case of Beta Instrument (Europe) N.V. the 31st December, 1995) or in respect of any period starting before those respective dates; or
- (B) for purchase, value added, sales or other similar Tax in any part of the world referable to transactions effected on or before those respective dates,

that is not provided for in full in the respective accounts.

35.3 The amount of the provision for deferred Taxation in respect of the Company contained in the Beta Limited Accounts was at the Accounts Date adequate and fully in accordance with accountancy practices generally accepted in the United Kingdom and commonly adopted by companies carrying on businesses similar to those carried on by the Company and, in particular, was in accordance with SSAP 15.

35.4 The amount of the provision for deferred Taxation in respect of each of the Subsidiaries contained in the Beta N.V. Accounts, the Beta Inc. Accounts and the Beta (Far East) Accounts was in the case of Beta Instruments Inc. and Beta Instruments (Far East) Limited at the Accounts Date and, in the case of Beta Instruments (Europe) N.V., at 31st December, 1995, adequate and fully in accordance with accountancy practices generally accepted in the tax residence of each Subsidiary and in each case



commonly adopted by companies carrying on Businesses similar to those of each of the Subsidiaries in their respective tax residences.

- 35.5 If all facts and circumstances which are now known to each member of the Group or any of the Sellers had been known at the time the Consolidated Accounts were drawn up, the provisions for deferred Taxation that would be contained in the Consolidated Accounts would be no greater than the provisions which are so contained.

### 36. Tax Events since the Accounts Date

#### 36.1 Since the Accounts Date:-

- (A) the Company has not declared, made or paid any distribution within the meaning of ICTA 1988 and no Subsidiary has declared, made or paid any dividend or other similar distribution by reason of which that Subsidiary is or will come to be under an obligation to account for tax to any revenue authority;
- (B) no accounting period of any member of the Group has ended;
- (C) there has been no disposal of any asset (including trading stock) or supply of any service or business facility of any kind (including a loan of money or the letting, hiring or licensing of any property whether tangible or intangible) in circumstances where the consideration actually received or receivable for such disposal or supply was less than the consideration which could be deemed to have been received for tax purposes;
- (D) no event has occurred which will give rise to a tax liability on any member of the Group calculated by reference to deemed (as opposed to actual) income, profits or gains or which will result in any member of the Group becoming liable to pay or bear a tax liability directly or primarily chargeable against or attributable to another person, firm or company other than any other member of the Group;
- (E) no disposal has taken place or other event occurred which will or may have the effect of crystallising a liability to Taxation which should have been included in the provision for deferred Taxation contained in the Consolidated Accounts if such disposal or other event had been planned or predicted at the Accounts Date;
- (F) no member of the Group has made any payment or incurred any obligation to make a payment which will not be deductible in computing trading profits for the purposes of corporation tax (in the case of the Company) or (in the case of any Subsidiary) any similar tax;
- (G) no member of the Group has been a party to any transaction for which any tax clearance provided for by statute has been or could have been obtained;

- (H) no member of the Group has paid or become liable to pay any interest or penalty in connection with any tax, has otherwise paid any tax after its due date for payment or owes any tax the due date for payment of which has passed or will arise in the 30 days after the date of this agreement.

**37. Tax Returns, Disputes, Records and Claims etc.**

- 37.1 Each member of the Group has made or caused to be made all proper returns required to be made, and has supplied or caused to be supplied all information required to be supplied, to any revenue authority, including (but without limitation) the Inland Revenue and the Customs & Excise.
- 37.2 There is no dispute or disagreement outstanding nor is any contemplated at the date of this agreement with any revenue authority regarding liability or potential liability to any tax or duty (including in each case penalties or interest) recoverable from any member of the Group or regarding the availability of any relief from tax or duty to any member of the Group and there are no circumstances which make it likely that any such dispute or disagreement will commence.
- 37.3 The Company or one or more other members of the Group has sufficient records relating to past events, including any elections made, to calculate the tax liability or relief which would arise on any disposal or on the realisation of any asset owned at the Accounts Date by any member of the Group or acquired by any such member since that date but before Completion.
- 37.4 Each member of the Group has duly submitted all claims and disclaimers which have been assumed to have been made for the purposes of the Consolidated Accounts and for the purposes of the Beta Limited Accounts, the Beta Inc. Accounts, the Beta N.V. Accounts and the Beta (Far East) Accounts.
- 37.5 The amount of tax chargeable on any member of the Group during any accounting period ending on or within six years before the Accounts Date has not, to any material extent, depended on any concession, agreement or other formal or informal arrangement with any revenue authority, including (but without limitation) the Inland Revenue or the Customs & Excise.
- 37.6 No member of the Group has received any notice from any revenue authority, including the Inland Revenue, which required or will or may require such member to withhold tax from any payment made since the Accounts Date or which will or may be made after the date of this agreement.

**38. Stamp Duty and Stamp Duty Reserve Tax**

- 38.1 All documents which are required to be stamped and which are in the possession of any member of the Group or by virtue of which any member of the Group has any right have been duly stamped.

- 38.2 Since the last Accounts Date the Company has not incurred any liability to stamp duty reserve tax.

**39. Value Added Tax**

- 39.1 The Company is registered for the purposes of VATA 1994 and has made, given, obtained and kept full, complete, correct and up-to-date records, invoices and other documents appropriate or required for those purposes and is not in arrears with any payments or returns due and has not been required by the Commissioners of Customs & Excise to give security under paragraph 4 of Schedule 11 VATA 1994.
- 39.2 The Company has never been treated as a member of a group under section 43 VATA 1994 and no application has ever been made for the Company so to be treated.
- 39.3 The Company has not within 12 months ending on the Accounts Date been in default in respect of any prescribed accounting period as mentioned in section 59(1) VATA 1994.
- 39.4 Full details of any claim for bad debt relief under section 36 VATA 1994 or under section 11 Finance Act 1990 made by the Company has been disclosed in writing to the Purchaser.
- 39.5 The Company has not made an election to waive exemption in relation to any land in accordance with paragraph 2 to Schedule 10 VATA 1994.
- 39.6 The Disclosure Letter contains full details of any assets of the Company to which the provisions of Part VA Value Added Tax (General) Regulations 1985 (the Capital Goods Scheme) apply and in particular:-
- (A) the identity (including in the case of leasehold property, the term of years), date of acquisition and cost of the asset; and
  - (B) the proportion of input tax for which credit has been claimed (either provisionally or finally in a tax year and stating which).

**40. Duties etc.**

All value added tax, import duty and any other taxes or charges payable upon the importation of goods and all duties payable to any revenue authority, including, without limitation, Customs & Excise payable in respect of any assets (including trading stock) imported, owned or used by any member of the Group have been paid in full.

**41. Tax on Disposal of Assets**

On a disposal of all its assets by any member of the Group for:-

- (A) in the case of each asset owned by that member of the Group at the Accounts Date, a consideration equal to the value attributed to that asset in preparing the Consolidated Accounts; or
- (B) in the case of each asset acquired since the Accounts Date, a consideration equal to the consideration given for the acquisition

then either:-

- (i) in respect of any asset falling within (A) above, the liability to tax (if any) which would be incurred by that member of the Group in respect of that asset would not exceed the amount taken into account in respect of that asset in computing the maximum liability to deferred Taxation as stated in the Consolidated Accounts; or
- (ii) in respect of any asset within (B) above, no tax liability would be incurred by that member of the Group in respect of that asset.

#### **42. Replacement of Business Assets**

Full particulars of each claim under section 115 or 116 CGTA 1979 or under section 152 or 153 of the TCGA 1992 made prior to the date of this agreement to which section 117 CGTA 1979 or section 154 TCGA 1992 applies and which affects any asset which was owned by the Company on or after the Accounts Date (except where the held over gain is treated as having accrued prior to the Accounts Date) have been disclosed in writing to the Purchaser.

#### **43. Distributions**

- 43.1 Since 6 April 1965, the Company has not made any repayment of share capital to which section 210(1) ICTA 1988 applies or issued any share capital or other security as paid up otherwise than by the receipt of new consideration within the meaning of Part VI ICTA 1988.
- 43.2 No part of the amount payable on redemption of any share capital or security will be a distribution, as defined in ICTA 1988.

#### **44. Close Company**

The Company has outstanding no loan to which the provisions of section 419 ICTA 1988 would apply.

#### **45. Non Deductible Revenue Outgoings**

No member of the Group is under any obligation to make any future payment which will be prevented (whether on the grounds of being a distribution, or for any other reason) from being deductible for (in the case of the Company) corporation tax

purposes or (in the case of any Subsidiary) any such similar tax, whether as a deduction in computing the profits of a trade or as an expense of management or as a charge on income, by reason of any statutory provision, other than (in the case of the Company) section 74(f) ICTA 1988 (capital).

**46. Deductions and Withholdings**

Each member of the Group has made all deductions in respect, or on account, of any tax from any payments made by it which it is obliged or entitled to make and has accounted in full to the appropriate authority for all amounts so deducted.

**47. Intra-Group Transactions**

No member of the Group has acquired any asset from any other company which was, at the time of the acquisition, a member of the same group of companies as that member for the purposes of any Tax (including another member of the Group) within the last six years.

**48. Residence**

The country which is given in Schedule 8 (Basic Information about the Company) or Schedule 9 (Basic Information about the Subsidiaries) as the tax residence of the Company or any other member of the Group is the only country whose tax authorities seek to charge tax on the worldwide profits or gains of the Company or that member of the Group and no member of the Group has ever paid tax on income profits or gains to any tax authority in any other country except that mentioned in Schedule 8 or Schedule 9 in respect of it.

**49. Group Arrangements**

The Company is not and has not since its incorporation been a member of a group of companies for the purposes of any Tax.

**50. Demerger**

The Company has not been concerned in an exempt distribution (as defined in section 214(4) of ICTA 1988).

**51. Non-Arm's Length Transactions**

No member of the Group is a party to any transaction or arrangement under which it may be required to pay for any asset or any services or facilities of any kind an amount which is in excess of the market value of that asset or services or facilities or will receive any payment for an asset or any services or facilities of any kind that it has supplied or provided or is liable to supply or provide which is less than the market value of that asset or services.

**52. Attribution of Gains**

There has not accrued any gain in respect of which the Company may be liable to corporation tax in accordance with the provisions of section 13 TCGA 1992.

**53. Unremittable overseas income and/or gains**

The Company has neither received nor become entitled to any income which is unremittable overseas income within the meaning of section 584 ICTA 1988 and no gain has accrued to the Company to which the provisions of section 279 TCGA 1992 could apply.

**54. Notice of nil liability**

The Disclosure Letter sets out full details of all current dispensations and notices in respect of any payments benefits or facilities for any employee of the Company granted by the Inland Revenue under section 166 ICTA 1988

**Schedule 5**  
**Sellers' Limitations on Liability**

**Referred to in clause 7 (Purchaser's Remedies and Sellers' Limitations on Liability)**

1. Subject as provided in paragraph 8 below, no claim in respect of any of the Warranties (referred to in this clause as "a relevant claim") will be made unless:-
  - (A) written notice, containing such details of the claim as are then available to the Purchaser, is given to the Sellers before the seventh anniversary of the Completion Date in respect of a Warranty relating to tax and before the first anniversary of the Completion Date in the case of any other relevant claim; and
  - (B) when aggregated with the amounts of all other relevant claims (and any Tax Liability (as defined in the Tax Covenant)), the claim exceeds £75,000, but so that if the aggregate of all such relevant claims shall exceed this sum the Sellers shall be liable for all such relevant claims and not merely the excess.
2. The Sellers shall cease to be liable for any breach of the Warranties which has been notified in writing in accordance with paragraph 1(A) above in respect of which proceedings are not instituted within 12 months of the notice in question (unless previously satisfied, settled or withdrawn) PROVIDED THAT if the amount or extent of any relevant claim shall not be capable of determination at the expiry of such period or if the relevant claim is being made against any third party (including an insurer) in respect of the subject matter of the relevant claim then the relevant claim will continue to be enforceable against the Sellers without such proceedings having been instituted provided that they are instituted within the following 12 months.
3. Each of the Sellers (other than John Kyriakis and Walter Roland Tole) shall be severally liable in respect of all relevant claims, subject to the limitations in paragraph 4 below. John Kyriakis and Walter Roland Tole shall be jointly and severally liable in respect of all relevant claims, subject to the limitations in paragraph 4 below.
4. The aggregate amount of the liability of the Sellers whose names are set out below in respect of all relevant claims will not exceed an amount equal to the percentage set out opposite his name or (as appropriate) their names below of £8,400,000 provided that if any sum paid by such Sellers to the Purchaser in respect of a relevant claim or any other such claim is subsequently reimbursed to such Sellers by the Purchaser or a third party, such reimbursed amount shall be deducted in computing whether the aggregate maximum liability of such Sellers as aforesaid has been reached.

John Kyriakis and Walter Roland Tole	68 per cent.
Deborah Justine Shrieve	10 per cent.
Diana Kyriakis	10 per cent.

Keith Robson	6 per cent.
Sally Christina Mason	3 per cent.
Danny Albert Buelens	3 per cent.

5. Any relevant claim against the Sellers shall, to the extent legally practicable, be made against the Sellers referred to in paragraph 4 above in the percentages set against their names in that paragraph of the aggregate amount of the claim. If, three months following the date on which the amount payable to the Purchaser in respect of that claim has been agreed by the Sellers or determined by a court of law, that amount or any part thereof has not been paid to the Purchaser (the Purchaser having made reasonable endeavours to obtain payment of the same), then the Sellers (other than Keith Robson, Sally Christina Mason and Danny Albert Buelens) hereby jointly and severally undertake forthwith to indemnify the Purchaser in respect of the unpaid amount PROVIDED THAT no such Seller shall be required to pay out under this indemnity an amount in excess of his aggregate liability under paragraph 4 above, after taking into account payments already made by him in respect of any relevant claim.
6. Any sum recovered from the Sellers pursuant to any relevant claim will be deemed to be a reduction of the consideration payable under clause 4 of this agreement.
7. The Sellers will not be liable in respect of a relevant claim:-
  - (A) to the extent that it arises or is increased as a direct result of:-
    - (i) an increase in rates of taxation after Completion; or
    - (ii) any change or changes in legislation made after the date of this agreement or the withdrawal of any extra-statutory concessions made by the Inland Revenue (provided that the Seller's liability in respect of a relevant claim shall not be limited by this paragraph to the extent that such liability is increased by the withdrawal of extra-statutory concession D33);
  - (B) to the extent that it would not have arisen but for a voluntary act or omission of the Purchaser after Completion other than one:-
    - (i) carried out pursuant to a legally binding commitment entered into prior to the Purchaser taking control of the Group; or
    - (ii) carried out in the ordinary course of business as carried on by the members of the Group immediately prior to Completion; or
    - (iii) where the Purchaser was acting in reliance on the Warranties;



and, for the avoidance of doubt, the transfer of the Shares (or any of them) shall not of itself be a voluntary act for this purpose.

8. Notwithstanding any other provision of this schedule if the Purchaser's ability to enforce its rights against the Sellers in relation to any relevant claim shall at any time be suspended or postponed by operation of law (whether pursuant to the provisions of Part II of the Insolvency Act 1986 or otherwise), the time limits that would otherwise apply in respect of such relevant claim pursuant to paragraphs 1 and 2 above shall be extended by a period equal to the period of such suspension or postponement.
9. If any of the Sellers pays at any time to the Purchaser or the relevant member of the Group an amount pursuant to a claim in respect of the Warranties and the Purchaser or the relevant member of the Group subsequently recovers from some other person any sum in respect of the claim, the Purchaser shall or shall procure that the relevant member of the Group shall immediately repay to the relevant Seller so much of the amount paid by it to the Purchaser or the relevant member of the Group as does not exceed the sum recovered from such other person (after deducting any expenses of obtaining that payment and that recovery, including Tax, borne by the Purchaser or the relevant member of the Group).
10. Where any claim is made by a third party against the Purchaser or any member of the Group in respect of which the Sellers have accepted liability under the Warranties, subject to the rules on discovery, the Purchaser shall (and shall procure that any relevant member of the Group shall):
  - (A) provide to the Sellers such documentation and information relating to the claim as the Sellers shall reasonably request (and the Sellers shall, subject to the requirements of any law or any regulatory body or the rules and regulations of any recognised stock exchange, keep such information confidential);
  - (B) not make (without the prior consent of the Sellers, such consent not to be unreasonably withheld or delayed) any compromise or settlement with any such third party;
  - (C) if requested with reasonable promptness in writing by the Sellers (and subject to receipt of an indemnity for the Purchaser's costs and expenses in a form reasonably acceptable to the Purchaser) take such action as the Sellers may reasonably require to avoid, resist, contest or compromise any such third party claim;

provided that neither the Purchaser nor any member of the Group shall be required to take any action or to desist from taking any action if the same would, in the reasonable opinion of the Purchaser damage any trading relationship or the goodwill of the Purchaser.

11. The Sellers shall not be liable in respect of any relevant claim to the extent that the subject of the claim:-
- (A) has been or is made good or is otherwise compensated for by the Sellers to the satisfaction of, and without cost to, the Purchaser or the relevant member of the Group; or
  - (B) is recovered (apart from any excess or increased premium applicable to the relevant insurance) by or on behalf of the relevant member of the Group by insurance and, in this event, the Purchaser shall procure that the relevant member of the Group shall at the same time as any relevant claim is made against the Sellers, claim against any such insurance.

The Purchaser undertakes to procure that each member of the Group will until the first anniversary of the Completion Date take such action as is necessary to maintain in force the insurances which were in force at the Completion Date (or insurances equivalent thereto in risks and amounts covered) and that neither it nor any such member will knowingly do anything to make any policy in respect of such insurance (or equivalent insurance) void or voidable.

12. The Sellers shall not be liable in respect of any relevant claim to the extent that it is expressly provided for in the accounts of the relevant member of the Group for the year ended 31st March, 1996.
13. The provisions of this schedule apply notwithstanding any other provision of this agreement or its Schedules to the contrary and will not be discharged or cease to have effect in consequence of any rescission or termination of any other provisions of this agreement.
14. The Purchaser agrees that it will not be entitled to recover under both the Tax Covenant and the Warranties in respect of the same breach.
15. The Sellers shall have no liability (or such liability shall be reduced) in respect of any claim for breach of any of the Warranties:
- (A) if and to the extent that any breach of the Warranties occurs as a result of (or is otherwise attributable to) the Purchaser or any member of the Group disclaiming after Completion any part of the benefit of capital or other allowances against Taxation claimed or proposed to be claimed on or before the date of this agreement and full details of which are set out in the Disclosure Letter with express reference to this sub-paragraph;
  - (B) if and to the extent that such claim would not have arisen or would have been reduced or eliminated but for the failure or omission on the part of the Purchaser or any member of the Group to make any claim election surrender or disclaimer or give notice or consent to do any other thing under the provisions of any enactment or regulation relating to Taxation after the

Completion Date the making giving or doing of which was taken into account in computing the provision for Taxation in the most recent accounts of the relevant member of the Group for the period ended 31 March 1996 and/or full details of which are set out in the Disclosure Letter with express reference to this sub-paragraph;

- (C) if and to the extent that such claim relates to a liability for Taxation which would not have arisen but for any winding up or cessation after the Completion Date of any trade or business carried on by any member of the Group;
- (D) if and to the extent such claim would not have arisen but for a change of accounting policy of any member of the Group after the Completion Date made voluntarily otherwise than in accordance with in each case accounting practices generally accepted in the respective jurisdictions of the relevant Company or Subsidiary;
- (E) if and to the extent that such claim arises under any of the Warranties relating to Tax and occurs as a result of or is otherwise attributable to the loss of any corporation tax losses and/or Reliefs (as defined in the Tax Covenant) which would (were it not for the said loss) have been available to the relevant member of the Group and which have not been taken into account in computing any profits or any provision for Tax in the most recent accounts of the relevant member of the Group for the period ended 31 March 1996 nor treated as an asset in the said accounts provided however that if the loss referred to in this paragraph 15(E) results in the member of the Group concerned suffering a liability to make an actual or deemed payment of Tax that liability shall be capable of giving rise to a claim under the Warranties but such loss shall not of itself be so capable.

**Schedule 6**  
**Conduct of Business before Completion**

**Referred to in clause 8**

1. Without limitation to clause 8 (Conduct of Business before Completion), each of the Sellers undertakes with the Purchaser that he or she will procure that no member of the Group shall between the time of this agreement and Completion:-
  - (A) dispose of, agree to dispose of, or grant or agree to grant any option in respect of, any material part of its assets except in the ordinary course of business on normal arm's length terms; or
  - (B) enter into any individual contract or commitment relating to or affecting a material part of the business of the member of the Group concerned or any materially unusual or abnormal or onerous contract or commitment; or
  - (C) declare, make or pay any dividend or other distribution; or
  - (D) create, grant or issue, or agree to create, grant or issue, any mortgages, charges (other than liens arising by operation of law), debentures or other securities or redeem or agree to redeem any such securities or give or agree to give, any guarantees or indemnities, except, in the case of guarantees and indemnities, in the ordinary course of trading; or
  - (E) create, allot or issue or agree to create, allot or issue any shares or other securities of whatsoever nature convertible into shares; or
  - (F) create, issue, redeem or grant any option or right to subscribe in respect of any share capital or agree so to do; or
  - (G) borrow (other than by bank overdraft or similar facility in the ordinary course of business and within limits subsisting at the date of this agreement) any money or agree so to do; or
  - (H) make any capital commitment with an individual contract value of £10,000 or more, including for this purpose, the acquisition of any capital asset under a finance lease; or
  - (I) make a capital commitment, which, together with all other such capital commitments entered into between the date hereof and Completion, exceeds the sum of £10,000 in the aggregate; or
  - (J) dispose of any fixed asset having a book value in excess of £5,000; or
  - (K) fail to take any action required to maintain any of its insurances in force or knowingly do anything to make any policy of insurance void or voidable; or

- (L) alter the provisions of its Memorandum or Articles of Association or adopt or pass further regulations or resolutions inconsistent therewith; or
- (M) change its accounting reference date; or
- (N) make any substantial change in the nature or organisation of its business; or
- (O) discontinue or cease to operate all or a material part of its business; or
- (P) change its residence for Taxation purposes; or
- (Q) reduce its share capital or purchase its own shares; or
- (R) transfer all or any material part of its business or assets to any other member of the Group other than in the ordinary course of trading; or
- (S) engage or dismiss other than for cause any employee (except where the engagement or dismissal process has already commenced) or make any material variation to the terms and conditions of employment of any employees of the Group other than salary increases in the ordinary course and at normal market rates; or
- (T) pass any resolutions in general meeting or by way of written resolution, including, without limitation, any resolution for winding-up, or to capitalise any profits or any sum standing to the credit of share premium account or capital redemption reserve fund or any other reserve; or
- (U) make any material change to the accounting procedures or principles by reference to which its accounts are drawn up;

except in each case with the prior written consent of the Purchaser (such consent not to be unreasonably withheld or delayed) and except as expressly provided in the Disclosure Letter or in this agreement.

**Schedule 7**  
**Ownership of the Shares**

Name and address of, and numbers of Shares beneficially owned by, each of the Sellers

(1)	(2)	(3)	(4)	(5)
<u>Full name and Registered address</u>	<u>Number of Shares owned</u>	<u>Cash element of Consideration</u>	<u>Loan Notes element of Consideration</u>	<u>Consideration Shares element of Consideration</u>
John Kyriakis The Oasthouse, Hancocks Farm, Tilsden Lane, TW17 3PH	340,000	£3,400,000	-	-
Walter Roland Tole Grasslands, Crewel Hill, Chinnor, Oxfordshire OX9 4BT	340,000	£3,400,000	-	-
Deborah Justine Shrieve 21 Springfield Gardens, Chinnor, Oxfordshire, OX9 4DX	100,000	£1,000,000	-	-
Diana Kyriakis 146C Blythe Road, West Kensington, London W14 0HD	100,000	£1,000,000	-	-
Keith Robson Kelmscott, Ridge Close, Woking, Surrey GU22 0PU	60,000	£285,000	£150,000	134,146

Sally Christina Mason 5 Musgrave Road, Chinnor, Oxfordshire, OX9 4PU	30,000	£142,500	£75,000	67,073
Danny Albert Buelens Hulst 160, B-1745 Opwijk, Belgium	30,000	£300,000	-	-

Each Seller is the registered holder and beneficial owner of the Shares set opposite his name above.

**Schedule 8**  
**Basic Information about the Company**

- |    |                              |   |   |
|----|------------------------------|---|---|
| 1. | Registered number            | : | 895810  |
| 2. | Date of incorporation        | : | 12 January, 1967  |
| 3. | Place of incorporation       | : | England   |
| 4. | Address of registered office | : | Sproull & Co.,<br>31-33 College Road,<br>Harrow,<br>Middlesex HA1 1EJ |
| 5. | Class of company             | : | Private Limited by shares   |
| 6. | Authorised share capital     | : | £1,000,000 comprising 1<br>million £1 ordinary shares                 |
| 7. | Issued share capital         | : | £1,000,000 comprising 1<br>million £1 ordinary shares                 |
| 8. | Loan capital                 | : | None  |

9. <b>Directors:</b>		
<b>Full name</b>	<b>Usual residential address</b>	<b>Nationality</b>
John Kyriakis	The Oasthouse Hancocks Farm Tilsden Lane Cranbrook TN17 3PH	British
Peter Ian Lewis	Rosedene Darrs Lane Northchurch Berkhamstead Herts HP4 3TT	British
Sally Christina Mason	5 Musgrave Road Chinnor Oxon OX9 4PU	British
Keith Robson	Kelmscott Ridge Close Woking Surrey GU22 OPU	British



Walter Roland Tole	Gracelands Crowell Hill Chinnor Oxon OX9 4BT	British
--------------------	---	---------

Michael Francis Conners	9 Crowe Farm Lane Norton Massachusetts 02766 United States of America	American
-------------------------	--	----------

Danny Albert Buelens	Hulst 160 B-1745 Opwijk Belgium	Belgian
----------------------	---------------------------------------	---------

10. <b>Secretary:</b> <b>Full name</b>	<b>Usual residential address</b>
---	----------------------------------

John Kyriakis	(as above)	British
---------------	------------	---------

11. Accounting reference date	:	31st March
-------------------------------	---	------------

12. Auditors	:	Sproull & Co., 31-33 College Road, Harrow, Middlesex HA1 1EJ
--------------	---	---

13. Tax residence	:	England
-------------------	---	---------

14. Business activities	:	Manufacture and sale of industrial measuring instruments
-------------------------	---	--

**Schedule 9**  
**Basic Information about the Subsidiaries**

**1. Beta Instrument Inc.**

- (A) Registered number : Federal Identification:  
061-085-391
- (B) Date of incorporation : 30.4.1982 (Connecticut)  
18.11.85 (Massachusetts)  
Merged on 6.3.86
- (C) Place of incorporation : Massachusetts
- (D) Address of registered office : Beta Instrument Incorporated  
Taunton Corporate Center  
125 John Hancock Road  
Taunton Massachusetts 02780  
United States of America
- (E) Class of company : Organised under Massachusetts  
General Laws Chapter 156B ("For  
profit" corporation)
- (F) Authorised share capital : 5,000 US\$1 common shares
- (G) Issued share capital : 1,000 US\$1 common shares
- (H) Loan capital : Massachusetts does not have a  
charter requirement  
corresponding to this category.

**(I) Members**

Full name	Registered address	Number of Shares held
Beta Instrument Limited	Halifax House Halifax Road Cressex Business Park High Wycombe BUCKS HP12 3SW England	900
Michael F. Connors	9 Crowe Farm Lane Norton MA 02766	100

United States of America

(J)	<b>Directors:</b>		
	<b>Full Name</b>	<b>Usual residential address</b>	<b>Nationality</b>
	John Kyriakis	(as above)	British
	Walter R. Tole	(as above)	British
	Michael F. Conners	(as above)	American

(K)	<b>Officers:</b>	<b>Usual residential address</b>
	<b>Full name</b>	
	President:	(as above)
	Michael F. Conners	
	Treasurer:	(as above)
	John Kyriakis	
	Clerk:	(as above)
	Walter R. Tole	
	Assistant Clerk:	1600 Boston-Providence Highway
	Marvin L. Wolfert	Walpole MA 02081
		United States of America

NOTE: By Shareholder's Agreement dated 30.6.92 Messrs Kyriakis and Tole annually rotate the positions of Clerk and Treasurer.

(L)	Accounting reference date	:	30 June
(M)	Auditors	:	Rattet & Cohen
(N)	Tax residence	:	Massachusetts
(O)	Business activities	:	The manufacture and assembly of instrumentation and control equipment for the wire and cable industry. To engage in the marketing of instrumentation and control equipment to the wire and cable industry. To have as additional purposes all powers granted to Corporations by the law of Commonwealth of Massachusetts, provided that

such purpose shall include any activity inconsistent with the Business Corporation Law or the General Laws of the said Commonwealth.

2. **Beta Instrument (Europe) N.V.**

- (A) Registered number : 453337
- (B) Date of incorporation : 30.9.1983 (published in the Official Gazette on 15.10.83)
- (C) Place of incorporation : Brussels, Belgium
- (D) Address of registered office : Leuvensesteenstal 542, Unit E1, 1930 Zaventem, Belgium
- (E) Class of company : "Naamloze Vennootschap"
- (F) Authorised share capital : 1,250 ordinary shares of BF1,000 each
- (G) Issued share capital : 1,250 ordinary shares of BF1,000 each
- (H) Loan capital : None
- (I) **Members**

Full name	Registered address	Number of Shares held
Beta Instrument Co. Ltd	(as above)	1124
Danny Albert Buelens	(as above)	126

- (J) **Directors:**
- | Full Name     | Usual residential address | Nationality |
|---------------|---------------------------|-------------|
| John Kyriakis | (as above)                | British     |

Walter R. Tole	(as above)	British
Danny Albert Buelens	(as above)	Belgian

(K) **Secretary:** **Usual residential address**  
**Full name**

Not applicable.

(L)	Accounting reference date	:	31 December
(M)	Auditors	:	Not applicable
(N)	Tax residence	:	Belgium
(O)	Business activities	:	Production, marketing, promotion, purchasing and sale export and import, after-sales service in connection with the full range of Beta products.

#### 4. **Beta Instrument (Far East) Limited**

(A)	Registered number	:	Registration no. 106332 I.D. no. 110111-1063322
(B)	Date of incorporation	:	1 August 1994
(C)	Place of incorporation	:	South Korea
(D)	Address of registered office	:	344 Kwangjan-dong, Seongdong-ku, Seoul
(E)	Class of company	:	Joint stock company (chusik hoesa)
(F)	Authorised share capital	:	22,800 shares of 10,000 Won each
(G)	Issued share capital	:	57,000,000 Won
(H)	Loan capital	:	None
(I)	<b>Members</b>		

	<b>Full name</b>	<b>Registered address</b>	<b>Number of Shares held</b>
	Beta Instrument Company Ltd	(as above)	5,700
(J)	<b>Directors:</b>		
	<b>Full Name</b>	<b>Usual residential address</b>	<b>Nationality</b>
	John Kyriakis	(as above)	
	Walter R. Tole	(as above)	
	Sally Mason	(as above)	
	Paul Sives	205-6, Itaewon-dong Yongsan-ku, Seoul	British
	Paul Sives (Representative Director)	(as above)	
(K)	<b>Secretary:</b>	<b>Usual residential address</b>	
	<b>Full name</b>		
	Not applicable.		
(L)	Accounting reference date	:	31 March
(M)	Auditors	:	Saedong Accounting Corporation 14/15th Floor, DLI Building 60 Yoldo-Dong Youngdeungpo-Ku Seoul KOREA
			Mr Woo Talk Kim (Statutory Auditor) Kim & Chang Seyang Building 223 Naej-Dong, Chongro Ku Seoul, Korea
(N)	Tax residence	:	Dongbu District Tax Office, Seoul
(O)	Business activities	:	After sales service of electronic measuring and process control

equipment. Import and export of associated spare parts. Foreign trade brokers. Retailing of spare parts for electronic measuring and process control equipment. Any and all acts, things, business and activities which are related, incidental or conducive directly or indirectly to the attainment of the foregoing objectives.

**Schedule 10**  
**Immovable Property owned by the members of the Group**

Part A

UK Immovable Properties

Present lessee	Date of Lease	Parties	Unexpired Term	Current rental	Short description
1. Beta Instrument Company Ltd	27/11/73	City Securities (Western) Ltd (1) Enquiry Systems Ltd (2)	28/9/98	£35,000 p.a.	Unit 3 Halifax House, Coronation Road, High Wycombe, Bucks
2. Beta Instrument Company Ltd	13/12/90	B L Holdings Ltd (1) Beta Instrument Company Ltd (2)	28/9/98	-	Part of electricity substation at Unit 3 Halifax House
3. Beta Instrument Company Ltd	20/9/74	City Securities (Western) Ltd (1) Beta Instrument Company Ltd (2)	24/12/98	£27,500 p.a.	Unit 4B Halifax House aforesaid
4. Beta Instrument Company Ltd	23/9/83	Charlwood Alliance Holdings Ltd (1) Link Systems Ltd (2)	24/3/2004	£20,800 p.a.	Unit 4B Halifax House aforesaid



5.	Beta Instrument Company Ltd	18/11/74	City Securities (Western) Ltd (1) Beta Instrument Company Ltd (2)	24/12/98	£1,600 p.a.	Garage Area, lower ground floor level, Halifax House aforesaid
----	--------------------------------	----------	--	----------	-------------	--

Part BNon-UK Immovable Properties

Beta Instrument Europe NV/SA Unit E1 Leuvensesteenweg 542 B-1930 Zaventem Belgium	Landlord: Term expires: Rent: Utilities:	Slough Management NV 30.1.98 BFR1,175,580 p.a. BFR64,000 p.a.
Beta Instrument Europe NV/SA Unit E2 (part) Leuvensesteenweg 542 B-1930 Zaventem Belgium	Landlord: Term expires: Rent: Utilities:	Zaventem Business Park NV 30.1.98 BFR511,000 p.a. BFR64,000 p.a.
Tianyu Building 185 Jiankang Road Nanjing China	Rent:  Utilities:	RMB33,000 p.a. (payable 6-monthly in advance) RMB2,080 p.a. (cleaning)
Wolfram von dem Borne Beta Instrument (Germany) St Jobser Strasse 53 D-52146 Wurselen, Germany	Landlord: Term expires: Rent: Utilities:	Fa. Kunststofftechnik Bittner 31.5.97 DM27,400 p.a. DM1,400 p.a.
Beta Instrument Far East Ltd Hankook Tire Building 7th Floor 344 Kwangjang-Dong, Kwangjin-Ku 133210 Seoul Korea	Landlord: Term expires: Rent: Utilities:	Cosa Lieberman Korea Co Ltd 3 months rolling WON9,240,000 p.a. WON1,176,000 p.a.
Beta Instrument Inc Taunton Corporate Center 125 John Hancock Road Taunton MA02780 USA	Landlord:  Term expires: Rent:	Wellington Property Management Group 31.12.98 \$29,970 p.a. plus 6.78% of operating costs & real estate taxes
Mr. Tony Malson Beta Instrument Inc. Suite B, N615 Communications Drive Appleton Wisconsin USA	Landlord: Term expires:  Rent:	Bomier Properties Ltd by either party on 30 days' notice \$375 p.m.

Mr. Jeffrey Swinchatt  
Beta Instrument Inc  
103 Auburn Court  
Suite 5  
Peachtree City  
GA 30269  
USA

Landlord:	Fitzgerald Leasing Company Inc
Term expires:	31.12.98
Rent:	\$11,352 p.a. current year \$11,928 p.a. 1997 \$12,528 p.a. 1998 plus utilities and services

**Schedule 11**  
**Intellectual Property**

**Part A:**

**1. Patents**

Registered Proprietor	Country	Subject Matter	Number	Date of Expiry	Renewal Date
Beta Instrument Co Limited	Europe	Temperature of a moving wire	95303209.1	12.5.2015	12.5.97
Beta Instrument Co Limited	Austria	Divn appln insulated spacer	0529685	28.6.2009	28.6.96
Beta Instrument Co Limited	Switzerland	Divn appln insulated spacer	0529685	28.6.2009	28.6.96
Beta Instrument Co Limited	France	Divn appln insulated spacer	0529685	28.6.2009	28.6.96
Beta Instrument Co Limited	Great Britain	Divn appln insulated spacer	0529685	28.6.2009	28.6.96

Registered Proprietor	Country	Subject Matter	Number	Date of Expiry	Renewal Date
Beta Instrument Co Limited	Germany	Divn appln insulated spacer	68925289.7	28.6.2009	28.6.96
Beta Instrument Co Limited	Switzerland	Extruded Cable	682778	12.4.2010	12.4.97
Beta Instrument Co Limited	Great Britain	Extruded Cable	2233123	20.12.2009	20.12.96
Beta Instrument Co Limited	USA	Heating moving wire	5008514	29.12.2009	16.10.98
Beta Instrument Co Limited	Switzerland	Extrusion application	645846	15.11.2003	15.11.96
Beta Instrument Co Limited	Switzerland	Measurement of Profiles of irregular objects	664827	19.4.2004	19.4.97
Beta Instrument Co Limited	Great Britain	Method and apparatus for annealing non-ferrous strip material	2124660	16.3.2003	16.3.97

Registered Proprietor	Country	Subject Matter	Number	Date of Expiry	Renewal Date
Beta Instrument Co Limited	Great Britain	Measuring speed and length of elongated material	2154000	6.2.2004	6.2.97
Beta Instrument Co Limited	U.S.A.	Small entity	4592881	15.11.2003	15.11.97
Beta Instrument Co Limited	Germany	Apparatus and Method for annealing non ferrous strip material process	3309519.1	17.3.2003	17.3.97
Beta Instrument Co Limited	Germany	Measurement of Profiles of irregular objects	3414500.1	17.4.2004	17.4.97
Beta Instrument Co Limited	Great Britain	Fast Response Gauging	2159621	1.6.2004	1.6.97
Beta Instrument Co Limited	Great Britain	Measurement of Profiles	2138562	16.4.2004	16.4.97

Registered Proprietor	Country	Subject Matter	Number	Date of Expiry	Renewal Date
Beta Instrument Co Limited	Great Britain	Method & Apparatus	2130763	10.10.2003	10.10.96
Beta Instrument Co Limited	Austria	Method & Apparatus for heating	349299	28.6.2009	28.6.96
Beta Instrument Co Limited	Switzerland	Method & Apparatus for heating	349299	28.6.2009	28.6.96
Beta Instrument Co Limited	France	Method & Apparatus for heating	349299	28.6.2009	28.6.96
Beta Instrument Co Limited	Great Britain	Method & Apparatus for heating	349299	28.6.2009	28.6.96
Beta Instrument Co Limited	Germany	Method & Apparatus for heating	68908632.6	28.6.2009	28.6.96

Registered Proprietor	Country	Subject Matter	Number	Date of Expiry	Renewal Date
Beta Instrument Co Limited	USA	Non Ferras Strip Material	4529175	24.3.2003	16.1.97
Beta Instrument Co Limited	Great Britain	Optical Measuring Apparatus	2123550	16.5.2003	16.5.97
Beta Instrument Co Limited	Great Britain	Temp of Moving Wire	2287787	17.3.2014	17.3.98
Beta Instrument Co Limited	Europe (UK, CH, DE, IT, FR)	Method and Apparatus for paying off fine material and fibres under constant tension	228807	25.11.2006	
Beta Instrument Co Limited	Europe (Switzerland UK DE,)	non-contact temperature sensor	0165065	13.6.2005	
Beta Instrument Co Limited	USA	non-contact temperature measurement	4693615	15.9.2004	



## 2.26 Existing liabilities in respect of scheme deficits

No Member of the Group has any liability to make any payment to any Pension Scheme or to any Former Scheme whether pursuant to Section 144 of the Pension Schemes Act 1993 or otherwise.

## 2.27 Spouse's Arrangements

All costs and expenses in connection with the termination of the Spouse's Arrangements have been discharged.

## 2.28 Mr Sives' Pension Scheme

No Member of the Group has any liability to pay contributions or otherwise in respect of Mr. Sives' Scheme.

## 2.29 US Plan

- (a) the US Plan has been established and administered in accordance with its terms, and in compliance with the applicable provisions of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the United States Internal Revenue Code of 1986 as amended and all other applicable laws, rules and regulations.
- (b) all contributions to the US Plan have at all times been made at the due time and in accordance with the provisions of the US plan, the regulations governing it and the contractual obligations of the Sellers and any Member of the Group and those contributions which fall due for payment before the date of Completion will have been paid by that date.
- (c) all requirements under United States law relating to the US Plan have at all times been complied with, including without limitation all requirements under ERISA and regulations made thereunder.

## 3. Former Schemes

The Sellers jointly and severally covenant with the Purchaser to pay to the Purchaser (so far as possible by way of repayment of the consideration payable for the Shares pursuant to this Agreement) forthwith upon demand and together with interest at the Agreed Interest Rate from the date of such demand until the date of payment an amount equal to any payment any Member of the Group becomes liable to make to or in respect of any Former Scheme after Completion whether pursuant to Section 144 of the Pension Schemes Act 1993 or otherwise.

## 4. Winding-up

The Sellers jointly and severally covenant with the Purchaser

- (A) to take all or any necessary steps to procure the completion of the winding-up of and discharge of remaining liabilities and duties under the Money Purchase Scheme, and the Executive Pension Schemes, and
- (B) to pay the Purchaser (so far as possible by way of repayment of the consideration payable for the Shares pursuant to this Agreement) forthwith upon demand all costs expenses and liabilities, including any costs reasonably incurred by the Purchaser, arising in respect of the completion of the winding-up and discharge of any remaining liabilities and duties under the Money Purchase Scheme, and the Executive Pension Schemes, to the extent that such costs expenses and liabilities cannot be met from the resources of those schemes.

## 5. Covenant

### 5.1 The covenant

The Sellers jointly and severally covenant with the Purchaser to pay any Liability Amount to the Purchaser (so far as possible by way of repayment of the consideration payable for the Shares pursuant to this Agreement) forthwith upon demand and together with interest at the Agreed Interest Rate from the date of such demand until the date of payment.

### 5.2 Definitions used in this paragraph 5

For the purpose of this paragraph 5:

- (A) **"Relevant Claim"** means a claim brought under Article 119 of the Treaty of Rome by a Relevant Person which relates to access to any relevant benefits (as defined in Section 612 of the Income and Corporation Taxes Act 1988) or membership of any scheme providing any such benefits attributable to any period of employment prior to the date of Completion.
- (B) **"Relevant Person"** means any Relevant Employee or any person claiming benefits through or in respect of such Relevant Employee.
- (C) **"Liability"** means any liability, loss, damage, cost, claim or expense (including any reasonable costs properly incurred by the Purchaser or the Company).
- (D) **"Liability Amount"** means an amount equal to the value of any Liability suffered, incurred or sustained by the Purchaser or any Member of the Group arising out of or in connection with:
  - (i) any Relevant Claim brought by a Relevant Person; or

Registered Proprietor	Country	Subject Matter	Number	Date of Expiry	Renewal Date
Beta Instrument Co Limited	USA	tension control system	4789813	6.12.2005	
Beta Instrument Co Limited	European (DE, FR, UK, CH)	method and apparatus for measuring the dimension of an object in hostile environments	0244163	24.4.2007	
Beta Instrument Co Limited	USA	method and apparatus for determining thickness of glass plates and tubes	4902902	20.2.2007	
Beta Instrument Co Limited	USA	method and apparatus for dimensional measurement of an object	4931658	05.6.2007	

Registered Proprietor	Country	Subject Matter	Number	Date of Expiry	Renewal Date
Beta Instrument Co Limited	UK	optical measuring system	2199138	4.12.2007	
Beta Instrument Co Limited	Switzerland	optical measuring system	679424	4.12.2007	
Beta Instrument Co Limited	UK	apparatus for monitoring a product in hostile environments	2221296	7.7.2009	
Beta Instrument Co Limited	Switzerland	non contact length measuring system	677832	7.7.2009	
Beta Instrument Co Limited	UK	system for determining the dimension of an object	2226881	14.12.2009	

Registered Proprietor	Country	Subject Matter	Number	Date of Expiry	Renewal Date
Beta Instrument Co Limited	Switzerland	system for determining the dimension of an object	680950	15.12.2009	
Beta Instrument Co Limited	USA	system for determining the dimension of an object	5088827	18.2.2009	

## 2. Patent Applications

Applicant	Country	Subject Matter	Number	Date of filing
Beta Instrument Co Limited	UK	Eccentricity gauge	9403827.0	28.2.94
Beta Instrument Co Limited	Germany	non contact length measuring system	P3922319.1	7.7.89
Beta Instrument Co Limited	Germany	system for determining the dimension of an object	P3941309.8	14.12.89
Beta Instrument Co Limited	European	Eccentricity gauge	94301388.8	28.2.94
Beta Instrument Co Limited	USA	Eccentricity gauge	08\202\659	28.2.94
Beta Instrument Co Limited	USA	Eccentricity gauge	08\278,227	21.7.94
Beta Instrument Co Limited	UK	Eccentricity gauge	9413993.8	12.7.94
Beta Instrument Co Limited	European	Eccentricity gauge	95304640.6	3.7.95

Applicant	Country	Subject Matter	Number	Date of filing
Beta Instrument Co Limited	UK	System for measuring the insulating jacket of an elongated products	9420100.1	5.10.94
Beta Instrument Co Limited	UK	Electrical cables	94307291.8	5.10.94
Beta Instrument Co Limited	USA	System for measuring the insulating jacket of an elongated products	08\318479	5.10.94
Beta Instrument Co Limited	UK	Mechanical scanning	9412893.1	27.6.94
Beta Instrument Co Limited	European	Mechanical scanning	95303826.2	5.6.95
Beta Instrument Co Limited	USA	Mechanical scanning	08\460,908	8.6.95
Beta Instrument Co Limited	U.K.	Depth measuring device	9607654.2	12.4.96

## 3. Registered Trade and Service Marks

Registered Proprietor	Country	Mark	Number\Grant	class of goods	Renewal Date\Date lapsed
Beta Instrument Co Limited	UK	Metroscan	1297840 Granted 14.1.87	9	14.1.2008
Beta Instrument Co Limited	UK	Quadratrak	R1,219,906 Granted 31.5.84	9	31.5.2005
Beta Instrument Co Limited	UK	Rotatemp	1560356 Granted 27.1.94	9	27.1.2004
Beta Instrument Co Limited	UK	Spectratemp	R1,219,905 Granted 31.5.84	9	31.5.2005
Beta Instrument Co Limited	UK	Topcas	1,188,855	9	19.1.2004
Beta Instrument Co Limited	UK	Accuscan	1471003 Granted 19.7.91	9	19.7.98
Beta Instrument Co Limited	UK	Camscan	1331171	9	6.1.2005
Beta Instrument Co Limited	UK	Centerscan	1563072 Granted 19.2.94	9	19.2.2004



Registered Proprietor	Country	Mark	Number\Grant	class of goods	Renewal Date\Date lapsed
Beta Instrument Co Limited	UK	Cevac	1,259,232 Granted 30.1.86	9	30.1.2007
Beta Instrument Co Limited	UK	Compagage	1297839 Granted 14.1.87	9	14.1.2008
Beta Instrument Co Limited	UK	Beta in Circle	989965	9	4.4.2007
Beta Instrument Co Limited	UK	Rotamaster	1195933	9	13.5.2004
Beta Instrument Co Limited	UK	Beta	1285063	9	16.10.2007

## 5. Unregistered Trade and Service Marks

Mark	Date Use Commenced
Lazertrack	April 1996
Wallscan	April 1996
Betascope	April 1996

## Part B

## 6. Licences and User Agreements (excluding software licences)

Details (grantor, country, subject matter and term) of all licences and user agreements granted to or by any member of the Group.

Grantor	Country	Term	Subject Matter
American Telephone and Telegraph Company Beta Instrument Co. Limited Effective 1st January 1982	-	Until expiration of the patents licensed	Inventions in a 5 year period by either party of industrial control systems, power processing equipments and testing and measurement systems.
Western Electric Company Incorporated Beta Instrument Co. Limited Effective 1st January 1972	USA	Until expiration of the patents licensed	Inventions in a 5 year period by Western of industrial control systems and testing and measurement systems. Beta grants the above plus communication lines.
Western Electric Company Incorporated Beta Instrument Co. Limited Effective 1st January 1972	USA	Until expiration of the patents licensed	Amending agreement regarding tax and royalty
Western Electric Company Incorporated Beta Instrument Co. Limited Effective 1st January 1977	USA	Until expiration of the patents licensed	Inventions in a 5 year period by both parties of industrial control systems, power processing equipments and testing and measuring systems.
Draka Kabel B.V.	Netherlands	-	Length Measurement System

Grantor	Country	Term	Subject Matter
John Kyriakis, Walter Tole and Beta Instrument Company Limited Dated 14th November 1973	India		Technology Licence

**Schedule 12**  
**Pensions**

**1. Definitions**

1.1 In this Schedule the following expressions shall have the following meanings:

**“Agreed Interest Rate”** means 3% above the base rate from time to time of Lloyds Bank plc, compounded monthly.

**“Annuity”** means any policy of insurance under which benefits are secured in discharge of liabilities arising under the Money Purchase Scheme or the Executive Pension Schemes.

**“Executive Pension Schemes”** means:

1. Beta Instrument Company Limited Executive Investment Pension Plan established by declaration of trust dated 1st March, 1986 and secured by policies with Clerical Medical and General Life Assurance Society.
2. Beta Instrument Company Limited Retirement and Death Benefit Plan established by declaration of trust dated 17th November, 1981 and secured by policies with Canada Life.

**“Former Schemes”** means all occupational pension schemes (as defined in Section 1 of the Pension Schemes Act 1993) in which any Member of the Group has participated at any time prior to Completion, other than the Pension Schemes and any money purchase schemes (as defined in Section 181 of the Pension Schemes Act 1993), to which any Member of the Group may be required to make a payment pursuant to Section 144 of the Pension Schemes Act 1993, or otherwise as a result of the liabilities of the scheme exceeding the value of its assets, including, without limitation, the Standard Life Defined Benefit Scheme.

**“Group Personal Pension Plan”** means Beta Instrument Company Limited Group Personal Pension Plan established by deed poll dated 27th April 1988 with Sun Life Assurance Society PLC and secured by individual policies with Sun Life

Assurance Society PLC.

<b>"Life Assurance Scheme"</b>	means: Beta Instrument Company Limited Life Assurance Scheme established by deed of declaration of trust dated 21st July 1995 and secured by policy GH520 with Phoenix Assurance PLC.
<b>"Member of the Group"</b>	means the Company or any company which is a subsidiary (as that expression is defined by Section 736 of the Companies Act 1985) of the Company.
<b>"Money Purchase Scheme"</b>	means: The Beta Instrument Company Limited Retirement Benefit Scheme secured by Policies nos. 80070 and E1595931 with Sun Life Assurance Society PLC and established by a declaration of trust dated 6th April, 1987.
<b>"Mr. Sives' Scheme"</b>	means the Beta Instrument Company Limited (1993) Retirement Benefits Scheme established by Declaration of Trust dated 18th May 1993 and secured by a Sun Life Policy.
<b>"Pension Schemes"</b>	means the Money Purchase Scheme, the Group Personal Pension Plan and the Life Assurance Scheme and any reference to <b>"Pension Scheme"</b> shall be construed as a reference to any one of these Pension Schemes.
<b>"Permanent Health Insurance"</b>	means permanent health insurance with Sun Alliance and London Assurance Company Limited :  <ol style="list-style-type: none"> <li>1. under policy F9546123 in respect of P.I. Lewis.</li> <li>2. under policy F9546245 in respect of K. Robson.</li> <li>3. under policy F9546266 in respect of S.C. Mason.</li> </ol>
<b>"Relevant Employee"</b>	means an employee or director for the time being of or a former employee or director of any Member of the Group or a former employee or director of any other employer to whose business (or any part of it) any Member of the Group has succeeded.
<b>"Spouse's arrangements"</b>	means the Agreements dated 10th October 1990 between the Company and Mrs. Tole and Mrs. Kyriakis respectively to be terminated prior to completion pursuant to the deeds referred to in

paragraph 3(E) of Schedule 3.

**“Taxes Act”** means the Income and Corporation Taxes Act 1988.

**“Standard Life Defined Benefit Scheme”** means: The Beta Instrument Company Limited “Stanplan F” Final Salary Scheme established by declaration of trust dated 13th December 1973 and under an Agreement dated 1st October 1974 and secured by a Standard Life Master Insurance Policy No. G64072.

**“US Plan”** means the Merrill Lynch Simplified Employee Pension (SEP PLUS) Plan operated by Beta Inc.

- 1.2 References in this Schedule to paragraphs are to paragraphs of this Schedule.
- 1.3 The headings in this Schedule are for convenience and shall be ignored in construing this Schedule.
- 1.4 Save where specifically defined or where the context otherwise requires, words and expressions used in Chapter I or Chapter IV of Part XIV of the Income and Corporation Taxes Act 1988 or in the Pension Schemes Act 1993 shall have the same meanings in this Schedule.
- 1.5 References in this Schedule to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same.
- 1.6 A reference in this Schedule to a Pension Scheme or a Former Scheme includes, where appropriate, a reference to the trustees of that Pension Scheme or Former Scheme.
- 1.7 References to Article 119 of the Treaty of Rome shall be deemed to include any current or future legislation which implements Article 119 or which implements any EC Directive relating to equal treatment. References to the EC shall be taken to include the European Community (formerly the European Economic Community) and the European Union.

## **2. Pension warranties**

The Sellers jointly and severally represent, warrant and undertake that save to the extent fully and specifically disclosed in the Disclosure Letter:

- 2.1 Pension Schemes are the only funded pension/disability arrangements

Other than the Pension Schemes and the U.K. basic state pension scheme and the U.K. state earnings related pension scheme, there is no arrangement to which any Member of the Group contributes or has contributed or may become

liable to contribute under which benefits of any kind are payable to or in respect of any of the Relevant Employees on retirement, on death (whether accidental or not), or in the event of disability or sickness or in other similar circumstances.

## 2.2 No unfunded pension/disability arrangements

No Member of the Group is under or will before Completion enter into any obligation or agreement (whether legally binding or not) to provide or procure the provision of benefits of the nature of those described in paragraph 2(2.1) in respect of any of the Relevant Employees or any spouse, child or dependant of any of them save in accordance with the provisions of the Pension Schemes.

## 2.3 Ex gratia benefits

No Member of the Group is making or has regularly made or will before Completion make any ex gratia payments to any of the Relevant Employees or to any spouse, child or dependant of any of them.

## 2.4 No alteration of Pension Scheme

No Pension Scheme nor the US Plan will, except with the consent of the Purchaser, be amended or (save for the Money Purchase Scheme) discontinued before Completion.

## 2.5 Compliance with statutes

Each Pension Scheme:

- (A) is an exempt approved scheme (within the meaning of Chapter I of Part XIV of the Taxes Act); or comprises of appropriate personal pension schemes (within the meaning of Chapter 4 of Part XIV of the Taxes Act).
- (B) has at all times complied with and been duly administered in accordance with, and will until Completion continue to comply with and to be duly administered in accordance with, all applicable laws, regulations and requirements (including Revenue and trust requirements).

## 2.6 Each personal pension scheme within the Group Personal Pension Plan has a valid appropriate scheme certificate (within the meaning of the Pension Schemes Act 1993).

## 2.7 Participating employers and the Money Purchase Scheme

- (A) Each Member of the Group which has at any time had any Relevant Employee in its employ who was entitled to benefit under the Money Purchase Scheme:



- (i) has been duly admitted to participation in the Money Purchase Scheme; and
  - (ii) has complied with and will until Completion continue to comply with all the provisions of that Money Purchase Scheme applicable to it.
- (B) Only Members of the Group have participated in the Money Purchase Scheme.

## 2.8 Insurance of benefits

- (A) All benefits (other than a refund of the member's contributions with interest where appropriate) payable under the Money Purchase Scheme, Life Assurance Scheme, Executive Pension Schemes and Mr. Sives' Scheme on death before normal pension age of a Relevant Employee while in an employment to which any of those schemes relates are insured fully under a policy with an insurance company of good repute and will not cease to be so insured before Completion. Details of the renewal dates of each policy are set out in the Disclosure Letter together with a summary of each policy.
- (B) All benefits payable to or in respect of members of the Pension Schemes, the Executive Pension Schemes and Mr. Sives' Scheme are limited to the proceeds of the policies of insurance securing each scheme.

## 2.9 All material information supplied to insurance company or personal pension provider

All information which has been supplied by or on behalf of the Company or any Member of the Group or any of the Sellers before the date of this Agreement to any insurance company or personal pension provider which has issued or has undertaken to issue

- (A) a policy for the purposes of any of the Pension Schemes, the Permanent Health Insurance, any of the Executive Pension Schemes, or Mr. Sives' Scheme, or
- (B) an Annuity; or
- (C) a personal pension scheme,

before the date of this Agreement is true, complete and contains no material omission.

## 2.10 Insurance company may not avoid policy

No action has been taken or omission made which enables any insurance company which has issued or has undertaken to issue any policy for the purposes of the Pension Schemes or any Annuity to avoid such policy.

## 2.11 All contributions paid

All contributions to each Pension Scheme have at all times been made in accordance with the provisions of the Pension Scheme and the contractual obligations of the Sellers and those which fall due for payment before the date of Completion will have been paid by that date.

## 2.12 Records of the Pension Scheme are up-to-date

The records of the Pension Scheme and the Executive Pension Scheme have been properly and accurately maintained insofar as is relevant for the purposes of this Schedule and will be, if such is not the case, brought up-to-date (at the reasonable cost of the Sellers) as at the Completion Date within two months of the Completion Date.

## 2.13 Proposed changes in benefits

No undertaking or assurance has been given to any Relevant Employee as to the continuance or introduction or increase or improvements of any pension rights or entitlements which the Purchaser or a Member of the Group would be required to implement in accordance with good industrial relations practice whether or not there is any legal obligation to do so.

## 2.14 Overseas schemes

No Member of the Group contributes or has contributed or may become liable to contribute to or participates in or is under any obligation in respect of any retirement benefits scheme or other arrangement for the provision of benefits of the nature of those described in paragraph 2(A) established under or regulated by the laws of any jurisdiction outside of the United Kingdom in respect of any Relevant Employee.

## 2.15 No litigation

There are not in respect of any Pension Scheme or the US Plan or Executive Pension Scheme or the benefits thereunder any material actions, suits or claims pending or threatened (other than routine claims for benefits).

## 2.16 All Pension Scheme documents supplied

The Purchaser has been supplied with all material particulars of the Pension Schemes, the Executive Pension Schemes, the Standard Life Defined Benefit

Scheme and Mr. Sives' Scheme in writing and with accurate and up-to-date and complete copies of all documents constituting them.

#### 2.17 Executive Pension Schemes

- (A) The sole members of the Executive Pension Schemes are J. Kyriakis and W. Tole.
- (B) No Member of the Group has any continuing liability to contribute to any of the Executive Pension Schemes.
- (C) The Executive Pension Schemes are being or have been wound-up and the liabilities under those schemes have been or will be discharged by purchase of annuities. No Member of the Group has any continuing liability in respect of those schemes and there are no outstanding or potential claims in respect of any member of those schemes.

#### 2.18 Group Personal Pension Plan

No Member of the Group has any liability in respect of the Group Personal Pension Plan save for a contractual obligation to make contributions at the rates set out in the Disclosure Letter.

#### 2.19 The Money Purchase Scheme winding-up

- (i) The winding-up of the Money Purchase Scheme commenced on 5th April, 1993 and has been conducted in accordance with the trust deed and rules governing the Scheme and all applicable laws, regulations and requirements (including Revenue and trust requirements) and Article 119 of the Treaty of Rome.
- (ii) The winding-up has been completed, all costs and expenses in connection with the Money Purchase Scheme and its winding-up have been met, all liabilities have been discharged and no assets remain undistributed. No Member of the Group has any continuing liability in respect of the Money Purchase Scheme and there are no outstanding or potential claims in respect of any former member of the Money Purchase Scheme or their beneficiaries.

#### 2.20 Money Purchase Scheme Contracting-out arrangements

- (i) Until 5th April 1993 each Member of the Group held an appropriate contracting-out certificate (within the meaning of the Pension Schemes Act 1993) in respect of its employees who were members of the Money Purchase Scheme.

- (ii) The contracting-out certificate was surrendered with effect from 5th April 1993 which was the last day on which the Money Purchase Scheme was operative.

## 2.21 Money Purchase Scheme transfer of liabilities

The liabilities under the Scheme have been secured by transfer:-

- (i) to the Group Personal Pension Plan; or
- (ii) to other appropriate arrangements in accordance with the requirement of the Pension Schemes Act 1993.

## 2.22 Surplus payments

No "surplus payment" within the meaning of the Pension Scheme Surpluses (Administration) Regulations 1987 (S.I.1987 No. 352) has been, or will before Completion be, made out any of Money Purchase Scheme or the Executive Pension Schemes.

## 2.23 Sex discrimination

- (A) Each Member of the Group has complied fully with all equal pay, equal entitlement, sex and other discrimination legislation including Article 119 of the Treaty of Rome, all applicable EEC directives and all UK statutes and regulations and statutory instruments.
- (B) In respect of all present and former employees of each Member of the Group or any person claiming benefits through or in respect of such employees the Sellers and the Pension Scheme have complied fully with the requirements of Article 119 of the Treaty of Rome.

## 2.24 Former Schemes

- (A) The identity of every Former Scheme has been disclosed to the Purchaser in the Disclosure Letter.
- (B) No Member of the Group has participated in any Former Scheme immediately before or at a time when that scheme ceased to admit new members.

## 2.25 Other participating companies

The name, registered number and registered office of all companies participating in any of the Pension Schemes or the Former Schemes at the date of this Agreement or, if the scheme has ceased to admit new members, immediately before or at any time after such cessation have been disclosed to the Purchaser in the Disclosure Letter.

SIGNED by

JOHN KYRIAKIS

[SIGNATURE]

WALTER ROLAND TOLE

[SIGNATURE]

DEBORAH JUSTINE SHRIVE

[SIGNATURE OF W.TOLE,  
AUTHORISED ATTORNEY]

DIANA KYRIAKIS

[SIGNATURE]

KEITH ROBSON

[SIGNATURE]

SALLY CHRISTINA MASON

[SIGNATURE]

DANNY ALBERT BUELLENS

[SIGNATURE]

all in the presence of:-

Lawrence Phillips,  
London EC1M 4PB,  
Solicitor

SIGNED by Clive Snowdon  
for and on behalf of  
BURNFIELD PLC  
in the presence of:-M.A. Adams  
14 Firbarn Close, Sutton Coldfield,  
West Midlands B76 1AG.  
Finance Director