

1631866

Slaughter and May
CERTIFIED TO BE A TRUE COPY
SLAUGHTER AND MAY

DATED 28th October, 2002

(1) JOHN LYTTON BONSALE

(2) JAMES JOHN KNIGHT

(3) NIGEL CHARLES LATHAM

(4) SUSAN JOYCE TOSTEVIN

and

FIELDENS PLC

MINORITY SHAREHOLDERS'
SHARE PURCHASE AGREEMENT

Slaughter and May
One Bunhill Row
London EC1Y 8YY
(CWYU/SAXZ/SEZP)

TP022680020

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THIS AGREEMENT is made

, 2002

NCAS
29/11

BETWEEN:

1. **THE PERSONS LISTED IN SCHEDULE 1** of this Agreement (together the "**Sellers**" and each a "**Seller**")

AND

2. **FIELDENS PLC** of Starhouse, Onehouse, Stowmarket, Suffolk IP14 3EL (registered in England No. 01631866) (the "**Purchaser**")



WHEREAS:

- A. CamAxys Limited of Salisbury House, Station Road, Cambridge, CB1 2LA (the "**Company**") is registered in England with number 0216060 with an authorised share capital of £275,000 divided into 100,000 ordinary shares of £1 each and £175,000 cumulative convertible redeemable preference shares of £1 each.
- B. The Sellers have each agreed to sell and the Purchaser has agreed to purchase the Shares (as defined in this Agreement) on the terms and subject to the conditions of this Agreement.

WHEREBY IT IS AGREED as follows:

1. **Interpretation**

1.1 In this Agreement:

"Completion"	means completion of the sale and purchase of the Shares under this Agreement;
"Consideration Shares"	means ordinary shares of five pence each in the capital of the Purchaser;
"Shares"	means the issued shares in the capital of the Company held by the Sellers in the amounts and classes set out in Schedule 2;
"SPA"	means the Share Purchase Agreement dated today's date between the SPA Sellers and the Purchaser;
"SPA Completion"	means completion of the sale and purchase of the SPA Shares under the SPA;
"SPA Sellers"	means the persons included in the definition of "Sellers" in the SPA; and

"SPA Shares" means the "Shares" as defined in the SPA.

- 1.2 In this Agreement, unless otherwise specified, terms defined and references construed in the SPA have the same meaning and construction in this Agreement.

2. Sale and purchase

- 2.1 The Sellers shall each sell or procure the sale of and the Purchaser shall purchase the Shares of the Sellers free from all claims, liens, charges, encumbrances and equities and from all other rights exercisable by or claims by third parties and together with all rights attached or accruing to them.
- 2.2 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

Completion of this Agreement is conditional upon SPA Completion and upon the passing at a duly convened and held general meeting of the Purchaser of a resolution to approve the arrangements in this agreement..

4. Consideration

The consideration for the sale of the Shares shall be the allotment and issue by the Purchaser of Consideration Shares to each of the Sellers in the amounts set out against their respective names in column (3) of Schedule 2.

5. Completion

- 5.1 Completion shall take place immediately after SPA Completion.

- 5.2 At Completion:-

(A) the Sellers shall deliver to the Purchaser:

- (i) duly executed transfers in respect of the Shares in favour of the Purchaser or such person as the Purchaser may nominate and share certificates for the Shares in the name of the relevant transferors; and
- (ii) such waivers or consents as the Purchaser may require to enable the Purchaser or its nominees to be registered as holders of the Shares; and

(B) on receipt of the duly executed transfers and share certificates referred to in sub-clause 5.2(A), the Purchaser shall allot and issue the Consideration Shares to the Sellers in the amounts set out against their respective names in column (3) of Schedule 2 and instruct its registrars to deliver to each Seller certificates in respect of such Consideration Shares in the names of each of the Sellers.

6. Seller's warranties

6.1 Each Seller represents and warrants to the Purchaser in the following terms:

(A) Ownership of the Shares

The Seller is the sole legal and beneficial owner of the Shares.

(B) Options, mortgages and other encumbrances

There is no option, right to acquire, mortgage, charge, pledge, lien or other form of security or encumbrance or equity on, over or affecting the Seller's 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.

(C) Capacity of the Sellers

(i) The Seller has the requisite capacity, power and authority to enter into and perform this Agreement and to execute, deliver and perform any obligations he may have under each document to be delivered by the Seller at Completion.

(ii) The obligations of the Seller under this Agreement constitute, and the obligations of the Seller under each document to be delivered by the Seller at Completion will when delivered constitute, binding obligations of the Seller in accordance with their respective terms.

(iii) The execution and delivery of, and the performance by the Seller of his obligations under, this Agreement and each document to be delivered by the Seller at Completion will not:

(a) result in a breach of, or constitute a default under, any instrument by which the Seller is bound; or

(b) result in a breach of any order, judgment or decree of any court or governmental agency by which the Seller is bound.

(D) Solvency

(i) No bankruptcy order has been made against him or a petition for such an order presented;

(ii) No application has been made in his respect for an interim order under section 253 Insolvency Act 1986;

(iii) He is not 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;

- (iv) No person has been appointed by the court to prepare a report in his respect under section 273 Insolvency Act 1986; and
- (v) No interim receiver has been appointed of his property under section 286 Insolvency Act 1986.

7. Entire agreement

- 7.1 This Agreement constitutes the whole and only agreement between the parties relating to the sale and purchase of the Shares.
- 7.2 Except in the case of fraud, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time prior to the date of this Agreement except to the extent that it is repeated in this Agreement.

8. Counterparts

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

9. Governing law

This Agreement is to be governed by and construed in accordance with English law.

TP022680020

SIGNED BY:

JOHN LYTTON BONSALE

SIGNED BY:

JAMES JOHN KNIGHT

SIGNED BY:

NIGEL CHARLES LATHAM

SIGNED BY:

SUSAN JOYCE TOSTEVIN

SIGNED BY:

for and on behalf of
FIELDENS PLC

SIGNED BY:
JOHN LYTTON BONSALE

SIGNED BY:
JAMES JOHN KNIGHT

A handwritten signature in black ink, appearing to read 'J. Knight', is written over a dotted line. The signature is stylized with a large 'K' and a long horizontal stroke.

SIGNED BY:
NIGEL CHARLES LATHAM

SIGNED BY:
SUSAN JOYCE TOSTEVIN

SIGNED BY:
for and on behalf of
FIELDENS PLC

SIGNED BY:
JOHN LYTTON BONSALE

SIGNED BY:
JAMES JOHN KNIGHT

SIGNED BY:
NIGEL CHARLES LATHAM

SIGNED BY:
SUSAN JOYCE TOSTEVIN

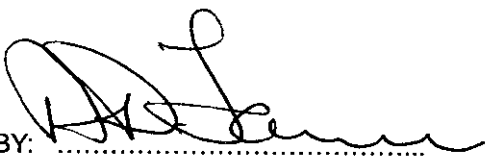
SIGNED BY:
for and on behalf of
FIELDENS PLC

SIGNED BY:
JOHN BONSALE

SIGNED BY:
JAMES JOHN KNIGHT

SIGNED BY:
NIGEL CHARLES LATHAM

SIGNED BY:
SUSAN JOYCE TOSTEVIN

 as duly authorised
Partner of Attorney for Susan Joyce Tostevin


SIGNED BY:
for and on behalf of
FIELDENS PLC

SIGNED BY:
JOHN BONSALE

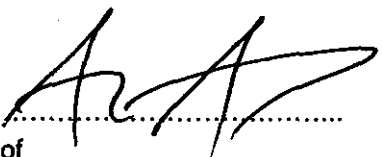
SIGNED BY:
JAMES JOHN KNIGHT

SIGNED BY:
NIGEL CHARLES LATHAM

SIGNED BY:
SUSAN JOYCE TOSTEVIN

 as duly appointed
attorney of Susan Joyce Tostevin.

SIGNED BY:
for and on behalf of
FIELDENS PLC



SCHEDULE 1
The Sellers

NAME	ADDRESS
John Lytton Bonsall	Tumbleholme, 19 Acre Close, Lang Farm, Daventry, Northamptonshire NN11 5PF
James John Knight	20 Almoners Avenue, Cambridge CB1 8PA
Nigel Charles Latham	8 Corpus Christi Lane, Godmanchester, Huntingdon PE28 8HW
Susan Joyce Tostevin	26 Beaumont Road, Cambridge CB1 8PY

SCHEDULE 2
Shares

Name	(1) Number of Ordinary Shares	(2) Number of CCRPS	(3) Number of Consideration Shares
John Lytton Bonsall	100	0	3,227
James John Knight	100	0	3,227
Nigel Charles Latham	292	0	9,424
Susan Joyce Tostevin	500	0	16,138
TOTAL	992	0	32,016

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