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1 DECEMBER 2000

(1) DIAGONAL PLC

(2) MARSHALL-WILKINS LIMITED

SHARE SALE AGREEMENT

SEQUELOGIC LIMITED

Hart Brown Solicitors
20 Bedford Road
Guildford
Surrey GU1 4TH



ED5
COMPANIES HOUSE

E9YNUY22

0149
16/03/01

Ref: SES Diagonal

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Schedule 1 Details of the Company

SHARE SALE AGREEMENT



Date: 1 December 2000

Parties:

- 1 'The Vendor': Diagonal PLC (registered No. 2153353) whose registered office is at Wey Court, Farnham, Surrey GU9 7PT.
- 2 'The Purchaser': Marshall-Wilkins Limited (registered no 01977487) whose registered office is at Wey Court, Farnham, Surrey GU9 7PT.

Operative provisions:

1 Interpretation

1.1 In this agreement, including the Schedule:

1.1.1 the following words and expressions have the following meanings, unless they are inconsistent with the context:

'COMPANY' Sequelogic Limited

'COMPLETION' completion of the purchase of the Shares in accordance with clause 5

'CONSIDERATION SHARES' the ordinary shares of £1 each, credited as fully paid, of the Purchaser to be allotted to the Vendor pursuant to clause 3.1.

'ICTA' Income and Corporation Taxes Act 1988

'SHARES' the 2 ordinary shares of £1 each in the capital of the Company comprising the whole of its issued and allotted share capital

'TCGA' Taxation of Chargeable Gains Act 1992

1.1.2 all references to a statutory provision shall be construed as including references to:

- (a) any statutory modification, consolidation or re-enactment (whether before or after the date of this agreement) for the time being in force;
- (b) all statutory instruments or orders made pursuant to a statutory provision;
- (c) any statutory provisions of which a statutory provision is a modification, consolidation or re-enactment;

1.1.3 except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting persons include firms and corporations and vice

versa;

1.1.4 unless otherwise stated, a reference to a clause or sub-clause or a Schedule is a reference to a clause or a sub-clause of or a Schedule to this agreement.

1.2 Clause headings in this agreement and in the Schedules are for ease of reference only and do not affect the construction of any provision.

2 Agreement for sale

2.1 Subject to the terms and conditions of this agreement, the Vendor shall sell the Shares with full title guarantee and the Purchaser shall purchase the Shares with all rights attaching to them and with effect from the date of this agreement.

3 Purchase consideration

3.1 The purchase consideration for the Shares shall be the allotment at Completion of 2 ordinary shares of the Purchaser, credited as fully paid.

3.2 The Consideration Shares shall be issued on terms that they will rank pari passu in all respects with the ordinary shares of the Purchaser in issue at the date of allotment save as regards any dividend declared or paid by reference to a record date which is prior to Completion.

4 Completion

4.1 Completion shall take place at the offices of the Vendor on 1 December 2000 when all the transactions mentioned in the following sub-clauses shall take place.

4.2 The Vendor shall deliver to the Purchaser:

4.2.1 a duly completed and signed transfer in favour of the Purchaser or as it may direct in respect of the Shares together with the relative share certificates;

4.2.2 the statutory books of the Company complete and up-to-date and their certificates of incorporation and common seals;

4.3 A Board meeting of the Company shall be held at which:

4.3.1 the transfer referred to in clause 4.2.1 shall be approved (subject to stamping); and

4.4 Upon completion of the matters referred to in clauses 4.2 to 4.3:

4.4.1 the Purchaser shall deliver to the Vendor:

(a) a certified copy of a written resolution of the Purchaser creating and giving authority for the issue of the Consideration Shares;

(b) definitive share certificates in respect of the Consideration Shares.

5. General

5.1 Any notice required to be given by any of the parties under this agreement may be sent by post to the address of the addressee as set out in this agreement or to such other address as the addressee may have notified for the purpose of this clause. Communications sent by post shall be deemed to have been received forty-eight hours after posting. In proving service by post it shall be necessary to prove only that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause.

SCHEDULE 1

Details of the company

Part 1: Sequellogic Limited

Company number: 03387081

Date of incorporation: 9 June 1997

Share capital:

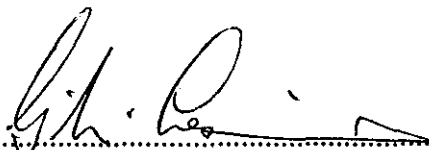
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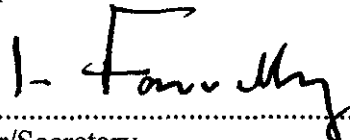
Issued: 2

IN WITNESS WHEREOF this Agreement has been entered into on the date first above written.

EXECUTED by
DIAGONAL PLC
acting by:


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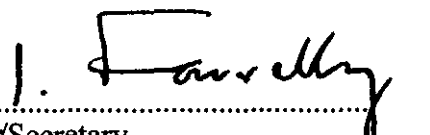

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Director


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Director/Secretary

EXECUTED by
MARSHALL-WILKINS LIMITED
acting by:

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Director


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Director/Secretary