

3045060

Q.

Private & Confidential

DATED MAY 1995

COLIN GOODWILLE AND FIONA FORD GOODWILLE (1)

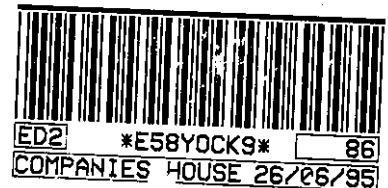
and

INTERNATIONAL DIAGNOSTICS GROUP plc (2)

AGREEMENT

**for the acquisition of the issued share capital in
Q SCIENTIFIC LIMITED
on a share exchange basis**

**Addleshaw Sons & Latham
Manchester
REF: PYD/49**



THIS AGREEMENT is dated

May 1995 and is made **BETWEEN:**

- (1) **COLIN GOODWILLE AND FIONA FORD GOODWILLE** of The Old Rectory, Church Lane, Papworth Everard, Cambridge CB3 8QN (**"the Vendors"**); and
- (2) **INTERNATIONAL DIAGNOSTICS GROUP plc**, registered in England and Wales, (Company Number 3045060), whose registered office is at Dennis House, Marsden Street, Manchester, M2 1JD (**"the Purchaser"**).

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

- 1.1 In this Agreement the following expressions have the following meanings:

"the Company" means Q Scientific Limited registered in England and Wales (Company Number 2862041);

"the Consideration Shares" means 50,000 new Ordinary Shares of £1 each in the capital of the Purchaser ranking pari passu in all respects with the existing issued Ordinary Shares of £1 each in the capital of the Purchaser; and

"the Sale Shares" means 50,000 Ordinary Shares of £1 each fully paid in the capital of the Company, being the entire issued share capital of the Company.

- 1.2 The headings to the clauses are for convenience only and have no legal effect.

2 Sale of the Sale Shares

- 2.1 The Vendors as beneficial owners shall each sell the number of Sale Shares set out against his or her name in column (2) of schedule 1 free from all claims, liens, charges and encumbrances and together with all rights now attached thereto and the Purchaser shall purchase such Sale Shares.

3 Consideration

- 3.1 The consideration for the sale of the Sale Shares shall be the allotment and issue by the Purchaser to the Vendors in equal proportions of the Consideration Shares credited as fully paid.

4 Completion

- 4.1 Completion of the sale and purchase of the Sale Shares shall take place immediately following the execution hereof, when:

- (a) each of the Vendors shall deliver or procure to be delivered to the Purchaser a transfer in respect of that number of the Sale Shares set out against his or her name in column (2) of schedule 1 duly completed in favour of the Purchaser (or as it may direct) together with the certificates therefor; and
- (b) the Purchaser shall allot the Consideration Shares to the Vendors in equal proportions and shall deliver to the Vendors share certificates in respect thereof.

5 Complete Agreement

- 5.1 This Agreement constitutes the entire agreement between the parties relating to the sale and purchase of the Sale Shares and no party has relied

in connection with such sale and purchase on any representation, warranty, term, covenant or undertaking not contained in this Agreement.

6 Counterparts

- 6.1 This Agreement may be executed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

IN WITNESS whereof this Agreement has been entered into the day and year first above written

Schedule 1

The Vendors

(1)	(2)
<u>Name</u>	<u>No. of Sale Shares to be sold</u>
COLIN GOODWILLE The Old Rectory Church Lane Papworth Everard Cambridge CB3 8QN	25,000
FIONA FORD GOODWILLE The Old Rectory Church Lane Papworth Everard Cambridge CB3 8QN	25,000

SIGNED by COLIN GOODWILLE
in the presence of:

)
)

SIGNED by FIONA FORD GOODWILLE
in the presence of:

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)

SIGNED by COLIN GOODWILLE
for and on behalf of
INTERNATIONAL DIAGNOSTICS GROUP
plc in the presence of:

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