

Dated 4th December 2001

**Credit Suisse Asset Management Holding Europe
(Luxembourg) SA**

and

**Credit Suisse Asset Management (UK) Holding
Limited**

SHARE PURCHASE AGREEMENT

relating to the sale and purchase
of the whole of the issued share capital of

CREDIT SUISSE ASSET MANAGEMENT FUNDS (UK) LIMITED



Agreement for Purchase of Shares



This Agreement is made on 4th December 2001

Between:

- (1) **CSAM Holding Europe (Luxembourg) SA** of 5, rue Jean Monnet, Box 369, L-2013 Luxembourg Grande Duche (the "**Vendor**"); and
- (2) **Credit Suisse Asset Management (UK) Holding Limited**, (an English company with registered number 3045295) of Beaufort House 15 St Botolph Street London EC3A 7JJ (the "**Purchaser**").

Whereas:

The Vendor wishes to sell the Shares (as defined below) and the Purchaser wishes to purchase the Shares on and subject to the terms of this Agreement.

It is agreed as follows:

1 Interpretation

In this Agreement, unless the context otherwise requires, the definitions in this Clause 1 apply:

"**Company**" means Credit Suisse Asset Management Funds (UK) Limited details of which are contained in Schedule 1;

"**Completion**" means the completion of the sale and purchase of the Shares pursuant to Clause 4;

"**Consideration Shares**" means the ordinary shares of £1.00 each in the capital of the Purchaser to be allotted and issued by the Purchaser credited as fully paid as consideration pursuant to Clause 3;

"**Encumbrance**" means any claim, charge, mortgage, security, lien, option, equity, power of sale, hypothecation or other third party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind;

"**Shares**" means 500,000 Ordinary Shares of £1.00 each being the whole of the issued share capital of the Company;

2 Agreement to Sell the Shares

The Vendor agrees to sell and the Purchaser agrees to purchase the Shares free from all Encumbrances and together with all rights and advantages now and hereafter attaching thereto.

3 Consideration

3.1 Amount

The consideration for the purchase of the Shares shall be the allotment and issue of 3,192,000 Consideration Shares in accordance with Clause 3.2.

3.2 Consideration Shares

The Purchaser shall allot and issue to the Vendor, 3,192,000 Consideration Shares.

4 Conditions Precedent

4.1 Completion of this agreement is conditional upon the satisfaction of the following conditions:

4.1.1 completion in all material respects having taken place of the terms of a Share Purchase Agreement dated 13th October 2001 between Sun Life of Canada UK Holdings Plc, Sun Life Assurance Company of Canada, the Purchaser and Credit Suisse First Boston; and

4.1.2 all notifications required under the rules of any relevant regulator of the Company being made and each relevant regulator providing its written consent to a change of Controller (as defined in the rules of that regulator) or any other matter arising from the performance of this agreement in accordance with the rules of that regulator, such that Completion would not breach the rules of that regulator, or if no such written consent is received, and provided the rules of the relevant regulator so permit any Waiting Period (as defined by the rules of that regulator) having elapsed without such regulator having objected to any matter.

5 Completion

Completion shall take place on such date and at such time as is agreed between the parties when:

- (a) the Vendor shall deliver to the Purchaser a duly executed Share Transfer in favour of the Purchaser (or as it may direct) accompanied by the relevant share certificate (if applicable); and
- (b) the Purchaser shall deliver to the Vendor the share certificate (if applicable) in the name of the Vendor for the 3,192,000 Consideration Shares.

6 Whole Agreement

This Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be excluded by contract.

7 Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

8 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

9 Governing Law and Submission to Jurisdiction

This Agreement and the documents to be entered into pursuant to it shall be governed by and construed in accordance with English law.

In witness whereof this Agreement has been duly executed.

SCHEDULE 1

CREDIT SUISSE ASSET MANAGEMENT FUNDS (UK) LIMITED

Registered Number:	1529591
Registered Office:	Beaufort House, 15 St Botolph Street, London EC3A 7JJ
Date and place of incorporation:	England and Wales 24.11.1980
Secretary:	Sarah Houghton
Directors:	Ian Chimes Glenn Wellman Joseph Gallagher Stephen Goldman
Accounting Reference Date:	31 December
Auditors:	KPMG
Solicitors:	Linklaters
Authorised Share Capital:	500,000 ordinary shares of £1
Issued and fully paid-up Share Capital:	500,000 ordinary shares of £1

SIGNED by • J.D. GALLAGHER
on behalf of CSAM Holding Europe
(Luxembourg) SA in the presence of:


STONINGTON

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SIGNED by • P.M. Wollebich
on behalf of Credit Suisse Asset
Management (UK) Holding Limited in
the presence of:


STONINGTON

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