

11/3/98
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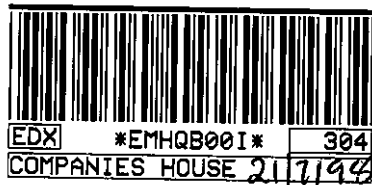
ADJ-3
DATED 30 March 1998

3473878

B BEDFORD-FORDE AND OTHERS

- and -

INTERDEPENDENCE GROUP LIMITED



Agreement relating to the purchase of
the entire issued share capital of
Interdependence Limited

Garretts
Abbots House
Abbey Street
Reading
RG1 3BD
Tel: 0118 949 0000
Fax: 0118 949 0049
Ref: CAD/NJM

DATED: 30 March 1998

PARTIES:

- (1) The persons whose names and addresses are set out in Part 1 of Schedule 1 (the "Vendors" and this expression includes the legal personal representatives of any individual Vendor); and
- (2) Interdependence Group Limited (registered no: 3473878) the registered office of which is at AMC House, Chantry Street, Andover, Hants SP10 1DE (the "Purchaser").

BACKGROUND:

- (A) The Vendors have agreed to sell, and the Purchaser has agreed to purchase, the entire issued share capital of Interdependence Limited (the "Company") on the terms set out in this Agreement.
- (B) The Company was incorporated in England with registered number 2654877 and has an authorised share capital of £350,000 divided into
- (1) 150,000 Founder Shares of £1 each,
 - (2) 100,000 Ordinary 'A' Shares of £1 each, and
 - (3) 100,000 Cumulative Redeemable Preference Shares of £1 each

of which 132,750 Founder Shares and 9,666 Ordinary 'A' Shares (totalling 142,416 shares) have been issued and are fully paid or credited as fully paid.

MAIN AGREEMENT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, including the Schedule, except where the context otherwise requires, the words and expressions set out in the first column shall have the meanings set out in the second column:-

agreed terms	any document, the terms of which have been agreed between the parties to this Agreement and which, for the purposes of identification, has been initialled by them or on their behalf
Completion	completion of the sale and purchase of the Shares in accordance with clause 4
Consideration Shares	the respective classes of shares of £1 each in the Purchaser to be allotted to the Vendors in accordance with Clause 3;
Shares	all the issued shares of £1.00 each in the Company.

1.2 Headings and Clauses

The headings in this Agreement shall not affect its interpretation. References to clauses and the Schedule are to the clauses of, and the Schedule to, this Agreement.

2. TRANSFER OF SHARES

2.1 Sale and Purchase

2.1.1 Subject as set out in this Agreement, each of the Vendors, with full title guarantee, shall sell, or procure the sale of, and the Purchaser shall purchase, the full legal and beneficial interest in the number of Shares shown opposite that Vendor's name in Part 2 of the Schedule.

2.1.2 The Purchaser shall not be obliged to complete the purchase of the Shares unless the purchase of all of the Shares is completed simultaneously in accordance with the provisions of this Agreement.

2.2 No Liens etc.

The Purchaser shall acquire good title to the Shares free from all charges, liens, encumbrances, equities and claims of any kind and together with all rights which now are or at any time after the date of this Agreement may become attached to them including any dividend or other distribution declared, paid, made or created after the date of this Agreement.

2.3 Pre-emption Rights

The Vendors hereby waive all rights of pre-emption under the Articles of Association of the Company or otherwise in respect of the sale of the Shares to the Purchaser under this Agreement (or shall procure that all such rights are waived).

3. CONSIDERATION

The consideration for the purchase of the Shares shall be the allotment and issue on Completion to each Vendor of that number and class of Consideration Shares of the Purchaser as is set out opposite that Vendor's name in Part 3 of the Schedule.

4. COMPLETION

4.1 Date and Place

The sale and purchase of the Shares shall be completed at the offices of the Purchaser's Solicitors immediately following the signing of this Agreement or at such other place and/or on such other date as may be agreed between the Vendors and the Purchaser.

4.2 Vendors' Obligations

At Completion the Vendors will deliver (or procure the delivery of) to the Purchaser:-

- 4.2.1 duly executed transfers into the name of the Purchaser (or as it may direct) in respect of their respective Shares together with definitive certificates for the same;
- 4.2.2 any other documents which may be required to give good title to the Shares or otherwise to give effect to the terms of this Agreement;
- 4.2.3 the certificate of incorporation, any certificates of incorporation on change of name, the common seals (if any), all minute books, share registers, share certificate books (with any unissued share certificates) and other statutory books and cheque books and other books and records of the Company;
- 4.2.4 all documents of title relating to the assets of the Company; and
- 4.2.5 all the financial and accounting books and records of the Company.

4.3 **Directors' Resolutions**

On Completion, the Vendors shall procure that a resolution is passed by the directors of the Company approving for registration (subject to their being duly stamped) the transfers mentioned in Clause 4.2.1.

4.4 **Satisfaction of Consideration**

The Purchaser shall, against compliance with the preceding provisions, on Completion satisfy the Consideration in the manner specified in clause 3.

5. **SURVIVAL OF PROVISIONS**

Notwithstanding Completion, the provisions of this Agreement shall, except insofar as then implemented or performed, remain in full force and effect and shall continue to bind, and to be enforceable by, the Purchaser or its successors or assigns or, as the case may be, the Vendors and shall not be extinguished or affected by any other event or matter except a specific and duly authorised written waiver or release from the Purchaser or, as the case may be, the Vendors.

6. **ENTIRE AGREEMENT**

6.1 **Whole Agreement**

This Agreement, when taken together with any document in the agreed terms (or the executed engrossments of them) and any other documents to be entered into pursuant to this Agreement, constitutes the entire agreement and understanding between the parties with respect to all matters referred to in this Agreement, to the exclusion of any terms implied by law which may be excluded by contract. This clause shall not apply to any statement or representation made fraudulently.

6.2 Variation

No variation of this Agreement or of any document in the agreed terms or any other documents to be entered into pursuant to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

7. FURTHER ASSURANCE

At any time (whether before or after Completion) the Vendors shall (at the cost and expense of the Purchaser) do and execute or procure to be done and executed all necessary acts, documents and things reasonably requested of it by the Purchaser to give effect to this Agreement and the transactions contemplated in or by it.

8. INVALIDITY

If any provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall, to that extent, be deemed not to form part of this Agreement but the legality and enforceability of the remainder of this Agreement shall not be affected.

9. GOVERNING LAW

This Agreement and (save as expressly stated in) any document to be entered into pursuant to this Agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with this Agreement or any such document.

Entered into by the parties on the date shown at the beginning of this Agreement.

SCHEDULE

Part 1

Barry Bedford - Forde	Flat 1, 174 Devonshire Road, London SE23 3SZ
Arthur Beecroft	483 Bolton Road, Pendlebury, Manchester
David Christopher Stewart Clark	7 Culpepper, Burgess Hill, Sussex RH15 8UB
Roland & Mary Clark	Whitegates, Bon Hill Lane, Bishop Sutton, Bristol BS18 4UE
Mary Clark 1997 Settlement	Whitegates, Bon Hill Lane, Bishop Sutton, Bristol BS18 4UE
Tony Clark 1997 Settlement	Whitegates, Bon Hill Lane, Bishop Sutton, Bristol BS18 4UE
Marc A Egerton	2 Fulshaw Avenue, Wilmslow, Cheshire SK9 5JA
L Susan Egerton	2 Fulshaw Avenue, Wilmslow, Cheshire SK9 5JA
Falcon Holdings (Bristol) Ltd	Falcon House, 41 Triangle West, Clifton, Bristol BS8 1ER
Jill Goldring	29 Herga Court, Stratford Way, Watford, Herts WD1 3PA

Andrew Shaun Griffin	22 Flensburg Close, Andover, Hampshire SP10 4LW
Simon J Hill	1 Withybed Way, Thatcham, Berkshire RG13 4BT
Susan Jeannine Martin	51 Alcantara Crescent, Ocean Village, Southampton, Hampshire SO14 1HR
P Lane and I Palmer, as the partners of Palmer Lane & Co	15 Drakes Walk, Atlantic Warf, Cardiff
Andrew Paul Ruff	40 Hillery Road, Worcester WR5 1RF
Georgina Miller Shields	50 Tinto Road, Glasgow, G43 2AH
Leslie Matthew Semple Shields	50 Tinto Road, Glasgow, G43 2AH
Judy Ward	Nettleton House, Calthorpe Road, Edgbaston, Birmingham B15 1RL
Cecilia Whyte	Nettleton House, Calthorpe Road, Edgbaston, Birmingham B15 1RL
Stewart E Wooles	Old Bowling Green, Woodmans Close, Sparsholt, Winchester, SO21 2NT

Part 2

	Founder Ordinary Shares	A Ordinary Shares	Cumulative Redeemable Preference Shares
	£1	£1	£1
Authorised	150,000	100,000	100,000
Issued and fully paid:			
B Bedford-Forde		5,000	
A Beecroft		1,000	
DCS Clark	200		
RDA & M Clark	18,000		
Mary Clark 1997 Settlement	8,350		
Tony Clark 1997 Settlement	8,350		
M A Egerton	5,000		
L S Egerton	5,000		
Falcon Holdings (Bristol) Ltd	36,000		
J Goldring	1,100		
A S Griffin	750		
S J Hill	10,000		

S J Martin	10,000		
I Palmer and P Lane (as the partners in Palmer Lane & Co)		1,666	
A P Ruff	10,000		
G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,750	9,666	0

Part 3

	Founder Ordinary Shares	A Ordinary Shares	Cumulative Redeemable Preference Shares
	£1	£1	£1
Authorised	150,000	100,000	100,000
Issued and fully paid:			
B Bedford - Forde		5,000	
A Beecroft		1,000	
DCS Clark	200		
RDA & M Clark	18,000		
Mary Clark 1997 Settlement	8,350		
Tony Clark 1997 Settlement	8,350		
M A Egerton	5,000		
L S Egerton	5,000		
Falcon Holdings (Bristol) Ltd	36,000		
J Goldring	1,100		
S J Hill	9,999		
A S Griffin	750		
S J Martin	10,000		
I Palmer and P Lane (as the partners in Palmer Lane & Co)		1,666	
A P Ruff	10,000		

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by

in the presence of:-



M. Clark

Witness

Name

Address

Occupation

Henry Cripps

HENRY CRIPPS

ELWELL FARMHOUSE

WINFORD LANE

DUNDY, BRISTOL BS41 8LT

Physiotherapist

Signed by

for and on behalf of

Interdependence Group Limited

in the presence of:-

Witness

Name

Address

Occupation

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by

in the presence of:-

Witness

Name

Address

Occupation

Signed by

for and on behalf of

Interdependence Group Limited

in the presence of:-

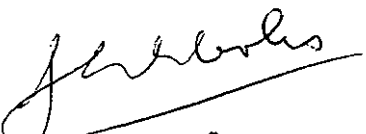
Witness

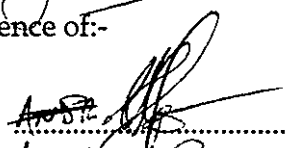
Name

Address

Occupation

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by )
in the presence of:-)

Witness 
Name ANDREW GRIFFIN
Address 22 FENSBUKE CLOSE
ANDOVER
HANTS
Occupation DIRECTOR

Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
.....
Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by B. A. Bedford - Trade
in the presence of:-)

Witness Cherry
Name CHARLES HOOTON
Address 26, ARDEN ROAD
FINCHLEY
LONDON N3 3AP
Occupation IFA

Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
.....
Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by


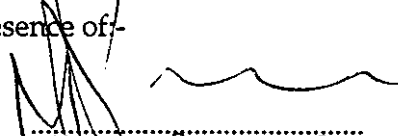
in the presence of:-

Witness

Name

Address

Occupation

ATE 

 R. D. PARSONS
 NETTLETON HOUSE
 CALTHORPE ROAD
 BIRMINGHAM B15 1RC
 CHARTERED ACCOUNTANT

Signed by

for and on behalf of

Interdependence Group Limited

in the presence of:-

Witness

Name

Address

Occupation

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by Georgina Shields,
in the presence of: _____)

Witness _____

Name _____

Address _____

Helen Corliss
8 Goodman Place
Rimford
Lancashire M20 9UB

Occupation IFA

Signed by _____)
for and on behalf of _____)
Interdependence Group Limited _____)
in the presence of: _____)

Witness _____

Name _____

Address _____

Occupation _____

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by *Kevin M.S. Shields*
in the presence of:-)

Witness *J. Olson*
Name *John Olson*
Address *18 Godwin Ave*
Rumford
Takewick AK2 0N3
Occupation *SEA*

Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
.....
Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by

JAWARD.

in the presence of:-

Witness

Name

R. J. PARSONS

Address

NETTLETON HOUSE
CALTHORPE ROAD

Occupation

BIRMINGHAM B15 1RL
CHARTERED ACCOUNTANT

Signed by

for and on behalf of

Interdependence Group Limited

in the presence of:-


Witness


Name

Address

Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by )
in the presence of:-)

Witness 
Name S. J. Hill
Address 1 WIMBYBRO Way
THATCHAM
BERKSH.
Occupation C.E.O.

Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
.....
Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by M. Clark)
in the presence of:- M. CLARK)

Witness [Signature]
Name MURRY CRIPPS
Address ELWELL FARM HOUSE
WINFORD ROAD
DUNDY BRISTOL BS41 8LT
Occupation Physiotherapist

Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
.....
Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by
in the presence of:-



Witness
Name S E Wooles
Address Old Bunting Green
Spurs Hill
Wickhampton St 21 207
Occupation Director

Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by SDW)

in the presence of:- [Signature])

Witness

Name ANDREW GRIFFIN.

Address 22 FLEWISBURG CLOSE.

ANDOVER

HANTS

Occupation DIRECTOR.

Signed by)

for and on behalf of)

Interdependence Group Limited)

in the presence of:-)

Witness

Name

Address

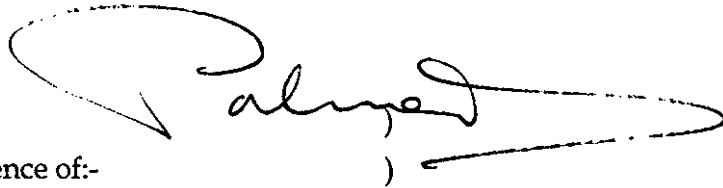
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Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by
in the presence of:-



IGC PALMER
PARTNER.

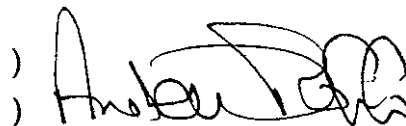
Witness V. A. O'Connell
Name VICTORIA DORE
Address 55 PICTON RD
SMALLWOOD HILL
RHOOSE V of G.
Occupation ADMINISTRATOR

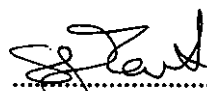
Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by
in the presence of:-

) 

Witness 
Name S. J. MARTIN
Address 51 Alcantara Crescent
Ocean Village
Occupation Director

Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by

in the presence of:-

Witness

Name

Address

Occupation

[Signature]

Henry Cripps

Henry Cripps

KWELL FARMHOUSE

WINFORD LANE

DUNDY BRISTOL BS41 8LT

Physiotherapist

Signed by

for and on behalf of

Interdependence Group Limited

in the presence of:-

Witness

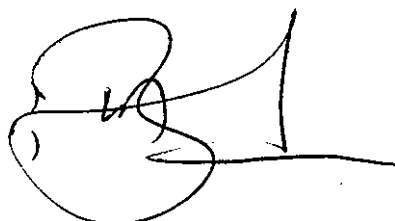
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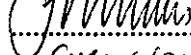
Address

Occupation

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by
in the presence of:-



Witness 
Name SIMON COLLINS
Address 24 GROVE PARK
KNUTSFORD
WAL 8AA
Occupation DIRECTOR

Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by

in the presence of:-

) *R. S. Egan*
)

Witness

Name

Address

Occupation

Simon Collins
.....
SIMON COLLINS
.....
24 GROVE PARK
.....
KNUTSFORD
.....
WA16 8QA
.....
DIRECTOR
.....

Signed by

for and on behalf of

Interdependence Group Limited

in the presence of:-

)

)

)

)

Witness

Name

Address

Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by
in the presence of:-

) *Alan Roney*
)

Witness *Sarah Parr*
Name *SARAH PARR*
Address *106 WESTOVER RD*
WESTBURY ON TRYM
BRISTOL
Occupation *ADMINISTRATOR*

Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
.....
Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by J. Golding.)
in the presence of:-)

Witness K. M. Millar
Name MILLAR, K. M.
Address 27 HERGA ST
STRATFORD RD
WATFORD, WD1 3PA
Occupation Reverend

Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
.....
Occupation.....

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by)
in the presence of:-)

Witness
Name
Address
.....
Occupation

Signed by SIMON HILL)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Simon
Garrett

Witness *N. Marrin*
Name NICOLA MARRIN
Address GARRETTS
READING
.....
Occupation SOLICITOR

G M Shields	250		
L M S Shields	9,750		
J Ward		1,000	
C Whyte		1,000	
S E Wooles	10,000		
Totals	132,749	9,666	0

Signed by Des Clark)
in the presence of:-)

Witness [Signature]
Name L B HODSON
Address 7 CULPEPER
BORGESS HILL
WEST SUSSEX
Occupation BUSINESS ANALYST

Signed by)
for and on behalf of)
Interdependence Group Limited)
in the presence of:-)

Witness
Name
Address
.....
.....
Occupation.....