

DATED

15 March

2006

5656604

THE SEVERAL PERSONS

named in Schedule 1 (1)

and

SYNTOPIX GROUP LIMITED

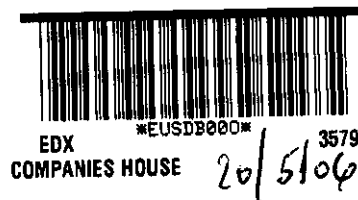
WE CERTIFY THAT THIS
IS A TRUE COPY OF THE
ORIGINAL DOCUMENT
Walker Morris
WALKER MORRIS SOLICITORS

AGREEMENT

for the transfer of shares in Syntopix Limited

WALKER MORRIS

Kings Court
King Street
Leeds LS1 2HL
Tel : 0113 283 2500
Fax: 113 245 9412
Ref: MEW



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Consideration Shares means the 3,388,999 ordinary shares of 10 pence each in the capital of Group to be allotted and issued credited as fully paid up by Group to the Shareholders in accordance with clause 4;

Investment Agreement means an agreement dated 11th October 2004 and entered into between certain of the Shareholders and Syntopix;

Sale Shares means the 260,693 issued ordinary shares of £0.001 each in the capital of Syntopix

- 1.2 Any headings are inserted for convenience only and shall not affect the construction of this agreement.
- 1.3 Any phrase introduced by the terms **including, includes, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 TRANSFER OF SHARES

- 2.1 The Shareholders as beneficial owners of the Sale Shares agree with effect from the Completion Date to sell with full title guarantee and Group shall purchase the Sale Shares with effect from the Completion Date free from all liens, charges and encumbrances or other third party rights or claims and with the benefit of all rights and profits attaching to the Shares, including all rights to dividends and other distributions declared, made or paid or agreed to be made or paid (including any bonus, rights or capitalisation issues) after the date of this agreement.
- 2.2 Each of the Shareholders waives all rights of pre-emption over the Shares or any of them to which he or they may be entitled under the articles of association of Syntopix or in any other way.

3 PURCHASE CONSIDERATION

The consideration for the transfer to Group of the Sale Shares shall be the allotment and issue on Completion by Group to the Shareholders of the Consideration Shares in the proportions set out in column 3 of Schedule 1, each such share credited as fully paid up and the crediting as fully paid of the existing ten issued shares in the capital of the Company in the name of Jonathan Cove.

4 COMPLETION

4.1 Completion of the sale and purchase of the Sale Shares shall take place immediately following the signing and exchange of this agreement when:

4.1.1 the Shareholders shall deliver or procure to be delivered to the Group transfers in respect of the Sale Shares duly completed in favour of the Group (or as it may direct) together with the certificates in relation to them; and

4.1.2 Group shall allot the Consideration Shares to the Shareholders and deliver to the Shareholders a share certificate in the name of the Shareholders in respect of the Consideration Shares.

4.2 The Shareholders acknowledge that, immediately following completion of the matters referred to in clause 4.1 until such time as the transfers of the Sale Shares have been registered in the register of members of the Syntopix, the Shareholders will hold the Sale Shares on trust for and as nominee for Group or its nominees and undertake to hold all dividends and distributions and exercise all voting rights available in respect of the Sale Shares in accordance with the directions of Group or its nominees and if the Shareholders are in breach of the undertakings contained in this clause the Shareholders hereby irrevocably authorises Group to appoint some person or persons to execute all instruments or proxies (including consents to short notice) or other documents which Group or its nominees may reasonably require and which may be necessary to enable Group or its nominees to attend and vote at general meetings of Syntopix and to do any thing or things necessary to give effect to the same.

5 INVESTMENT AGREEMENT

5.1 The parties agree and acknowledge that the terms of the Investment Agreement shall remain in full force and effect but as if Group rather than Syntopix was a party to it and all references to "the Company" in the Investment Agreement shall relate to Group rather than Syntopix.

- 5.2 Wellcome Trust Limited (**Wellcome**) agrees to adhere to and be bound by the terms of the Investment Agreement (so far as the same remain subsisting and unfulfilled) as if it had been a party to the agreement subject to and provided that Wellcome shall have the same rights as White Rose Technology Limited and Techtran Group Limited contained in clauses 4, 5, 7.1, 7.2, 9, 10.3, 10.4, 12.2 and 13.1 of the Investment Agreement. The Shareholders other than Wellcome agree and accept that Wellcome will have these rights.
- 5.3 Each of Magnus Goodlad, David Norwood, Alison Fielding, Alexander Stevenson, Stephen Brooke and Alan Aubrey acknowledge that they have not entered into a deed of adherence in respect of the Investment Agreement and agree to adhere to and be bound by its terms (so far as the same remain subsisting and unfulfilled and as amended by this agreement), as if they had been parties to it.
- 5.4 The Shareholders agree and acknowledge that upon Admission becoming effective on 23 March 2006 or such later date as the Company and KBC Peel Hunt may agree, the *Investment Agreement shall be terminated with immediate effect and no party shall have any continuing right or liability under the Investment Agreement (save in respect of any liability or right which arose prior to the date of this agreement).*

6 ENTIRE AGREEMENT

This agreement and any documents referred to herein set forth the entire agreement and understanding between the parties or any of them in connection with the share exchange provided for in this Agreement.

7 NOTICES

Subject to the express provisions of this agreement any notice claim or demand given or required to be given under or in connection with this agreement shall be deemed duly served if left at or sent by first class or registered or recorded delivery post to (in the case of the Shareholders) the last known home addresses of each of the Shareholders or (in the case of Group or Syntopix) its registered office. Any notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or public holiday) next but one following the day of posting.

8 LAW AND JURISDICTION

This agreement shall be governed by and interpreted in accordance with English Law.

9 COUNTERPARTS

This agreement may be executed in any number of counterparts by the different parties or separate counterparts, each of which, when executed and delivered, shall constitute an original but all of which shall together constitute one and the same instrument.

SCHEDULE 1

The Shareholders	Shareholding in Syntopix Limited	Number of Consideration Shares
Techtran Group Limited 103 Clarendon Road Leeds LS2 9DF	61,011 0.1p ordinary shares	793,143
Ridings Early Growth Investment Company Limited Metic House Ripley Drive Normanton West Yorkshire WF6 1QT	14,217 0.1p ordinary shares	184,821
White Rose Technology Limited 10-12 East Parade Leeds LS1 2AJ	36,039 0.1p ordinary shares	468,507
University of Leeds The Finance Office University of Leeds Leeds LS2 9JT	30,000 0.1p ordinary shares	390,000
Jonathon Cove 8 Moorlands Westwood Drive Ilkley West Yorkshire LS29 9QZ	20,273 0.1p ordinary shares	263,539
Elizabeth Eady 8 Moorlands Westwood Drive Ilkley West Yorkshire LS29 9QZ	20,273 0.1p ordinary shares	263,549
Rod Adams Oak House The Green Old Scriven Knaresborough HG5 9ED	13,093 0.1p ordinary shares	170,209
Gwyn Humphreys Wainstalls House Lodge Lane Halifax West Yorkshire HX2 7TU	10,263 0.1p ordinary shares	133,419
Christopher Bird 22 The Mount York YO24 1AS	1,323 0.1p ordinary shares	17,199

Ian McNeill The Old Granary Hazlewood Nr Tadcaster North Yorkshire LS24 9NJ	1,323 0.1p ordinary shares	17,199
Magnus Goodlad 30 Fentiman Road London SW8 1LF	1,024 0.1p ordinary shares	13,312
David Norwood 11 Dock Street London E1 8JN	2,729 0.1p ordinary shares	35,477
Alison Fielding 58 Holmeswood Park Rossendale Lancashire BB4 6HZ	2,729 0.1p ordinary shares	35,477
Alexander Stevenson 44 Spennithorne Avenue West Park Leeds LS16 6HZ	2,707 0.1p ordinary shares	35,191
Stephen Brooke Flat 14, 39-40 Beaufort Gardens London SW3 1PW	1,024 0.1p ordinary shares	13,312
Alan Aubrey Reynard House, Fox Garth Nether Poppleton York YO26 6LP	2,729 0.1p ordinary shares	35,477
Wellcome Trust Limited 215 Euston Road London NW1 2BE	39,936 0.1p ordinary shares	519,168


IN WITNESS of which the parties to this agreement have executed it as a deed and delivered it on the date first written in this agreement.

EXECUTED AS A DEED)

by SYNTOPIX GROUP LIMITED)

acting by:)


Director


Director/Secretary

EXECUTED AS A DEED)

by TECHTRAN GROUP LIMITED)

acting by:)

Director

Director/Secretary

EXECUTED AS A DEED)

by RIDINGS EARLY GROWTH)

INVESTMENT COMPANY LIMITED)

acting by:)


Director


Director/Secretary

on behalf of
Inkopo Limited

IN WITNESS of which the parties to this agreement have executed it as a deed and delivered it on the date first written in this agreement.

EXECUTED AS A DEED)

by SYNTOPIX GROUP LIMITED)

acting by:)

Director

Director/Secretary

EXECUTED AS A DEED)

by TECHTRAN GROUP LIMITED)

acting by:)

Director

Alison Fielding

Director/Secretary

EXECUTED AS A DEED)

by RIDINGS EARLY GROWTH)

INVESTMENT COMPANY LIMITED)

acting by:)

Director

Director/Secretary

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by SYNTOPIX GROUP LIMITED)

acting by:)

Director

Director/Secretary

EXECUTED AS A DEED)

by TECHTRAN GROUP LIMITED)

acting by:)

Director

Director/Secretary

EXECUTED AS A DEED)

by RIDINGS EARLY GROWTH)

INVESTMENT COMPANY LIMITED)

acting by:)

Director

Director/Secretary

EXECUTED AS A DEED)

by WHITE ROSE TECHNOLOGY LIMITED)

acting by:)



Director

Director/Secretary

THE COMMON SEAL OF THE)

UNIVERSITY OF LEEDS)

was hereto affixed in the presence of:)

Member of Council)

Member of Council)

Secretary)

EXECUTED as a DEED)

by JONATHAN COVE)

in the presence of:)

Witness' signature)

Witness' Address)

Witness' Occupation)

EXECUTED AS A DEED)

by WHITE ROSE TECHNOLOGY LIMITED)

acting by:)

Director

Director/Secretary

THE COMMON SEAL OF THE)

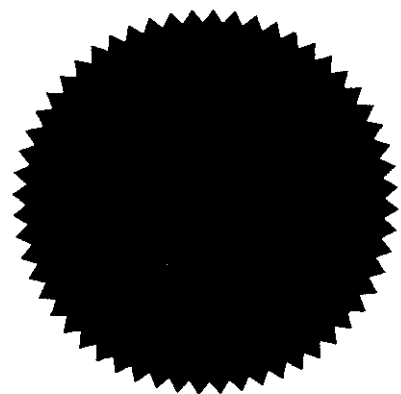
UNIVERSITY OF LEEDS)

was hereto affixed in the presence of:)

Member of Council *John Wilson*)

Member of Council *M. H. Jackson*)

Secretary *Ben Ha*)



EXECUTED as a DEED)

by JONATHAN COVE)

in the presence of:)

Witness' signature)

Witness' Address)

Witness' Occupation)

EXECUTED AS A DEED)

by WHITE ROSE TECHNOLOGY LIMITED)

acting by:)

Director

Director/Secretary

THE COMMON SEAL OF THE)

UNIVERSITY OF LEEDS)

was hereto affixed in the presence of:)

Member of Council)

Member of Council)

Secretary)

EXECUTED as a DEED)

by JONATHAN COVE)

in the presence of:)

Witness' signature

Witness' Address

Witness' Occupation





) 6 Moorlands
Ilkley LS29 9PZ

) Group Payroll Manager

EXECUTED as a DEED

by **ELIZABETH ANNE EADY**

in the presence of:

Witness' signature

Witness' Address

Witness' Occupation

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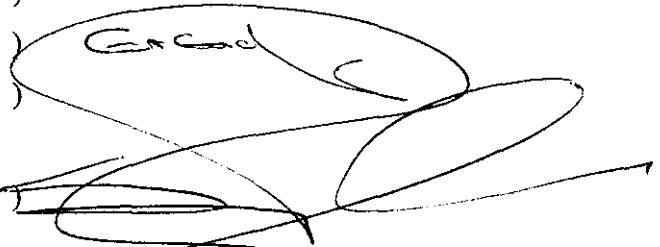
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E. Eady

16 Moorlands
Ilkley LS29 9QZ
Group Payroll Manager

EXECUTED as a DEED

by **RODNEY ADAMS**

in the presence of:

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Witness' Address

Witness' Occupation

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EXECUTED as a DEED

by **ELIZABETH ANNE EADY**

in the presence of:

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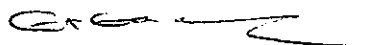
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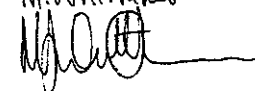
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M. Whitaker


12 King Street, Leeds

Trancee Solicitor

EXECUTED as a DEED

by **RODNEY ADAMS**

in the presence of:

Witness' signature

Witness' Address

Witness' Occupation

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M. Whitaker


12 King Street, Leeds.

Trancee Solicitor.

EXECUTED as a DEED

by **GWYNFOR HUMPHREYS**

in the presence of:

Witness' signature

Witness' Address

Witness' Occupation

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EXECUTED as a DEED)
by **ELIZABETH ANNE EADY**)
in the presence of:)

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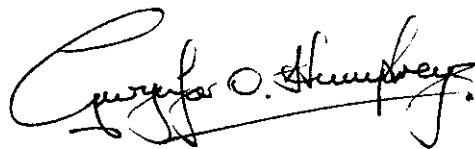
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by **RODNEY ADAMS**)
in the presence of:)

Witness' signature)


Witness' Address)

Witness' Occupation)

EXECUTED as a DEED)
by **GWYNFOR HUMPHREYS**)
in the presence of:)



Witness' signature)

 M. Whittaker

Witness' Address)

12 King Street, Leeds, LS1 2HL

Witness' Occupation)

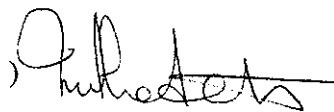
Trainee Solicitor

EXECUTED as a DEED
by **CHRISTOPHER BIRD**
in the presence of:

) C3EBird

Witness' signature

) FRITTEA WHITE

) 

Witness' Address

) 19 ROSSLYN STREET
YORK

Witness' Occupation

) 4030 6LG
CONSULTANT

EXECUTED as a DEED
by **IAN MCNEILL**
in the presence of:

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Witness' signature

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Witness' Address

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Witness' Occupation

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EXECUTED as a DEED
by **MAGNUS GOODLAD**
in the presence of:

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As attorney for
Ian McNeill
M. Whittaker
12 King Street, Leeds
Trainee Solicitor.

EXECUTED as a DEED)

by **CHRISTOPHER BIRD**)

in the presence of:)

Witness' signature)

Witness' Address)

Witness' Occupation)

EXECUTED as a DEED)

by **IAN MCNEILL**)

in the presence of:)

Witness' signature)

Witness' Address)

Witness' Occupation)

EXECUTED as a DEED)

by **MAGNUS GOODLAD**)

in the presence of:)

Witness' signature)

Witness' Address)

Witness' Occupation)

) Magnus Goodlad
) Kashmira Ginnwalla

) K. Ginnwalla

) 33, Acanthus Drive, London SE1 5HH

) Asst. Group Financial Controller

EXECUTED as a DEED

by **DAVID NORWOOD**

in the presence of:

Witness' signature

Witness' Address

Witness' Occupation

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DR Norwood
MAGNUS SCODDAD
Magnus Scoddad
30 FEINTIMAN ROAD
LONDON SW8 1LF
INVESTMENT DIRECTOR

EXECUTED as a DEED

by **ALISON FIELDING**

in the presence of:

Witness' signature

Witness' Address

Witness' Occupation

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EXECUTED as a DEED

by **ALEXANDER STEVENSON**

in the presence of:

Witness' signature

Witness' Address

Witness' Occupation

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EXECUTED as a DEED)
by **DAVID NORWOOD**)
in the presence of:)

Witness' signature)

Witness' Address)

Witness' Occupation)

EXECUTED as a DEED)
by **ALISON FIELDING**)
in the presence of:)

Witness' signature)

Witness' Address)

Witness' Occupation)

EXECUTED as a DEED)
by **ALEXANDER STEVENSON**)
in the presence of:)

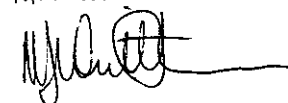
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Witness' Address)

Witness' Occupation)



M. Whittaker



12 King Street, Leeds

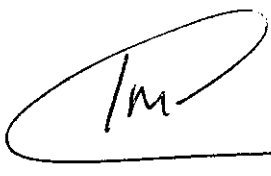
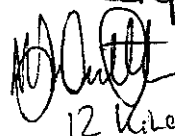
Trainee Solicitor

EXECUTED as a DEED
by **STEPHEN BROOKE**
in the presence of:

Witness' signature

Witness' Address

Witness' Occupation


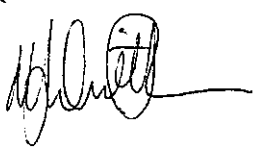
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) 
as attorney for
Stephen Brooke.
)  M. Whittaker
12 King Street, Leeds
) Trainee Solicitor

EXECUTED as a DEED
by **ALAN AUBREY**
in the presence of:

Witness' signature

Witness' Address

Witness' Occupation

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) 
M. Whittaker 
) 12 King Street, Leeds
) Trainee Solicitor

EXECUTED as a DEED
by **THE WELLCOME TRUST LIMITED**
as trustees of The Wellcome Trust
acting by:

)
)
)

Director

Director/Secretary

EXECUTED as a DEED)
by **STEPHEN BROOKE**)
in the presence of:)

Witness' signature)

Witness' Address)

Witness' Occupation)

EXECUTED as a DEED)
by **ALAN AUBREY**)
in the presence of:)

Witness' signature)

Witness' Address)

Witness' Occupation)

EXECUTED as a DEED)
by **THE WELLCOME TRUST LIMITED**)
as trustees of The Wellcome Trust
acting by:)



~~Director~~

~~Director/Secretary~~

EXECUTED as a DEED)
by DAVID NORWOOD)
in the presence of:)

Witness' signature)

Witness' Address)

Witness' Occupation)

EXECUTED as a DEED)
by ALISON FIELDING)
in the presence of:)

Alison Fielding

Witness' signature)

[Signature]

Witness' Address)

2 ARMSTRONG STREET, FARSLEY, PUDLEY

Witness' Occupation)

OFFICE MANAGER

EXECUTED as a DEED)
by ALEXANDER STEVENSON)
in the presence of:)

Witness' signature)

Witness' Address)

Witness' Occupation)