

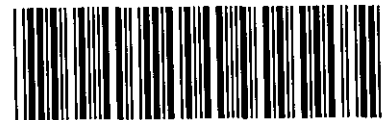
6001161

DATED 13 December 2006

- (1) SQW GROUP LIMITED
(2) PORTSMOUTH TECHNOPOLE (HOLDINGS) LIMITED
(3) IAN MICHAEL LAING and others

A G R E E M E N T
for the exchange of shares

SATURDAY



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COMPANIES HOUSE

MANCHES

Manches LLP
9400 Garsington Road
Oxford Business Park
Oxford
OX4 2HN

Tel: 01865 722106
Fax: 01865 201012
www.manches.com

THIS AGREEMENT is made on 13 December

2006

BETWEEN:-

- (1) **SQW GROUP LIMITED**, a company incorporated in England and Wales under Company No. 4947276 whose registered office is at Enterprise House, Vision Park, Histon, Cambridge ("**SQW**");
- (2) **PORTSMOUTH TECHNOPOLE (HOLDINGS) LIMITED**, a company incorporated in England and Wales under Company No. 6001161 whose registered office is at 9400 Garsington Road, Oxford Business Park, Oxford OX4 2HN ("**the Acquiring Company**"); and
- (3) **THOSE PERSONS** whose names and addresses are set out in column (1) of Schedule 1 (together "**the Selling Shareholders**").

INTRODUCTION:

- (A) The Selling Shareholders are as holders of all of the C Shares in SQW in the proportions set out in column (3) of Schedule 1 entitled to a dividend in specie declared by SQW on 11 December 2006 of the entire issued share capital of Portsmouth Technopole Limited.
- (B) The Acquiring Company was incorporated on 16 November 2006 under the Companies Act 1985 and at the date of this Agreement has an authorised share capital of £15,000 divided into 150,000,000 ordinary shares of 0.01p each of which 69,548,600 such ordinary shares have been issued to the Selling Shareholders fully paid up in the proportions set out in column (2) of Schedule 1.

SUBSTANTIVE PROVISIONS:-

1. Interpretation

- 1.1. Unless the context otherwise requires, the following definitions shall apply throughout this Agreement:

Acquiring Company Shares	ordinary shares of 0.01p each in the capital of the Acquiring Company;
Board	the board of directors of the Acquiring Company;
Completion	the date upon which completion of the matters referred to in clause 3 shall take place pursuant thereto;
C Shares	C Shares of £0.0001 each in the capital of SQW;
encumbrance	includes any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law) or other security agreement or arrangement;

party	a party to this Agreement (and "parties" shall be construed accordingly);
Target Company	Portsmouth Technopole Limited, brief details of which company are set out in Schedule 2; and
Target Company Shares	650,000 ordinary shares of £1 each in the capital of the Target Company being all of the issued shares in the capital of the Target Company at the date of this Agreement.

- 1.2. References to Clauses and Schedules are references to clauses of and schedules to this Agreement, references to Sub-clauses are, unless otherwise stated, references to sub-clauses of the Clause in which the reference appears and references to this Agreement include the Schedules.
- 1.3. References to the Selling Shareholders include a reference to each of them.
- 1.4. The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.5. Unless the context does not so admit, references to the singular include a reference to the plural and references to the masculine include a reference to the feminine and the neuter.
- 1.6. The liability of the Selling Shareholders hereunder shall be several limited to the proportions in which they hold C Shares in SQW.

2. **Sale of the Target Company Shares and Consideration**

- 2.1. At Completion, SQW shall transfer to the Acquiring Company, free from all encumbrances and together with all rights now or hereafter attaching thereto, the Target Company Shares in satisfaction of a dividend in specie.
- 2.2. The Acquiring Company shall allot to each of the Selling Shareholders in their capacity of holders of C Shares, credited as fully paid up, the number of Acquiring Company Shares specified opposite his respective name in column (4) of Schedule 1.
- 2.3. The Acquiring Company Shares referred to in Sub-clause 2.3 shall not be registered in the name of any person other than the Selling Shareholders to whom such shares are allotted and the right of such allotments of Acquiring Company Shares to the Selling Shareholders shall not be capable of renunciation in any way.
- 2.4. The Acquiring Company Shares referred to in Sub-clause 2.3 shall rank *pari passu* and as a single class with the ordinary shares of 0.01p each in the Acquiring Company in issue at the date of this Agreement, and shall carry the right to all rights benefits and advantages attaching to such shares, including the right to receive in full all dividends and other distributions declared, made or paid after the date of this Agreement.

3. Completion

- 3.1. Completion shall take place immediately following the signing of this Agreement and at Completion:
 - 3.1.1. SQW shall deliver to the Acquiring Company a stock transfer form in respect of the Target Company Shares to be transferred by SQW pursuant to Clause 2 duly executed by SQW in favour of the Acquiring Company together with the relative share certificates and all other (if any) documents of title in relation thereto;
 - 3.1.2. SQW shall deliver to the Acquiring Company as agent for the Target Company all statutory and other books (duly written up to date) of the Target Company and its certificate of incorporation, any certificates of incorporation on change of name and common seal; and
 - 3.1.3. the Acquiring Company shall allot and issue to each Selling Shareholder the number of Acquiring Company Shares (in each case credited as fully paid up) set out opposite the name of such Selling Shareholder in column (4) of Schedule 1.
- 3.2. On or as soon as practicable after Completion the Acquiring Company and each of the Selling Shareholders shall take such steps as may lie within their respective powers to:
 - 3.2.1. procure that the names of the Selling Shareholders are entered in the register of members of the Acquiring Company in respect of the Acquiring Company Shares hereby agreed to be allotted to them respectively and procure the delivery to the respective Selling Shareholders of share certificates in respect of such shares;
 - 3.2.2. procure (subject to due stamping or adjudication that such transfer is not liable to stamp duty) the approval and registration of the transfer of the Target Company Shares, the registration of the Acquiring Company as the holder thereof and procure the delivery to the Acquiring Company of a share certificate in respect of such shares; and
 - 3.2.3. procure the filing with Companies House of this Agreement and Form 88(2) and (duly stamped) Form 88(3) in respect of the allotment pursuant to this Agreement of 69,548,600 Acquiring Company Shares.

4. Provisions relating to this Agreement

- 4.1. This Agreement shall be binding upon and inure for the benefit of the successors of the parties but shall not be assignable.
- 4.2. A person who is not a party ("**a Third Party**") has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this provision does not affect any right or remedy of a Third Party which exists or is available apart from that Act (and, for the avoidance of doubt, is without prejudice to Clause 4.1).

- 4.3. This Agreement constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties, assurances and arrangements of any nature, whether in writing or oral, relating to such subject matter;
- 4.4. The Acquiring Company acknowledges that it has not been induced to enter into this Agreement by any representation, warranty, promise or assurance by the Selling Shareholders or any other person save for any contained in this Agreement. The Acquiring Company agrees that (save in respect of fraud) it shall have no right or remedy in respect of any other representation, warranty, promise or assurance save for any contained in this Agreement;
- 4.5. No variation of this Agreement shall be effective unless made in writing and signed by each of the parties.
- 4.6. Any provision of this Agreement which is capable of being performed after but has not been performed at or before Completion shall remain in full force and effect notwithstanding Completion.
- 4.7. At any time after the date of this Agreement, each of the parties shall, at the request and cost of the other, execute or procure the execution of such documents and do or procure the doing of such acts and things as the other may reasonably require for the purpose of giving to the other the full benefit of all of the provisions of this Agreement.
- 4.8. This Agreement may be executed in any number of counterparts which shall together constitute one Agreement. Any party may enter into this Agreement by signing any such counterpart.
- 4.9. Each party shall bear its own costs arising out of or in connection with the preparation, negotiation and implementation of this Agreement.
- 4.10. This Agreement shall be governed by, and construed in accordance with, the laws of England and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts.

AS WITNESS whereof this Agreement was executed the day and year first before written

SCHEDULE 1

(1) Selling Shareholders	(2) Number of Acquiring Company Shares held at the date of this Agreement	(3) Number of C Shares held at the date of this Agreement	(4) Number of Acquiring Company Shares to be allotted pursuant to this Agreement
The Oxford Trust Oxford Centre for Innovation Mill Street Oxford OX2 0JX	33,524,527	33,524,527	33,524,527
Nicholas John Cross Lashford House Dry Sandford Abingdon Oxfordshire OX14 0RA	8,912,289	8,912,289	8,912,289
Sir Martin Francis Wood The Manor House Little Wittenham Abingdon Oxfordshire OX14 0RA	3,313,454	3,313,454	3,313,454
Ian Michael Laing 4 Charlbury Road Oxford OX2 6UT	8,912,290	8,912,290	8,912,290
David Richard Kingham Pembers Cotswold Road Cumnor Oxford OX2 9JG	4,765,095	4,765,095	4,765,095
Peter Edward Baikie 107 Marlow Bottom Marlow Buckinghamshire SL7 3PG	703,963	703,963	703,963
Treve Courtney Willis The Oriel 20 William Smith Close Churchill Chipping Norton Oxfordshire OX7 6QS	885,551	885,551	885,551

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Phillip David Leo 27 Bertie Road Cumnor Oxford OX2 9PS	868,230	868,230	868,230
Jean Ann Mitchell 15 Lockstile Way Goring on Thames Oxfordshire RG8 0AL	238,324	238,324	238,324
OUEST Ltd Oxford Centre for Innovation Mill Street Oxford OX2 0JX	5,907,554	5,907,554	5,907,554
Margaret Henry 64 The Phelps Kidlington Oxfordshire OX5 1SU	165,494	165,494	165,494
Martin John Wilkinson 78 Sandfield Road Headington Oxford OX3 7RL	893,987	893,987	893,987
Paul Alfred Bradstock 8 Lycroft Close Goring on Thames Reading Berkshire RG8 0AT	228,918	228,918	228,918
Lisa Caramia Mynheer Beggars Roost 4 Ventfield Cottages Horton-cum-Studley Oxfordshire OX33 1AP	134,204	134,204	134,204
Joanne Victoria Willett Windrush Cottage 1 The Row Hinton Waldrist	81,842	81,842	81,842

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Oxfordshire SN7 8RS			
Jacqueline Roberta Margaret Robinson Snowdrop Paddock Mill Lane Upper Heyford Bicester Oxfordshire OX25 5LH	12,878	12,878	12,878
Total	69,548,600	69,548,600	69,548,600

SCHEDULE 2

PORTSMOUTH TECHNOPOLE LIMITED

Date of Incorporation	:	31 January 2001
Registered Number	:	4151164
Registered Office	:	Oxford Centre for Innovation Mill Street Oxford OX2 0JX
Authorised Capital	:	£750,000 divided into 750,000 ordinary shares of £1 each
Issued Capital	:	650,000 ordinary shares of £1 each
Directors	:	Ian Michael Laing Paul Alfred Bradstock David Richard Kingham Phillip David Leo Martin John Wilkinson
Secretary	:	Margaret Henry

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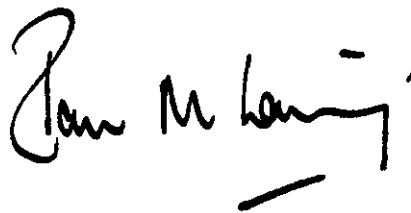
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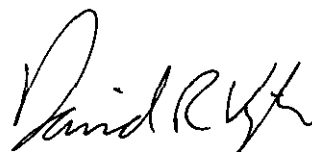
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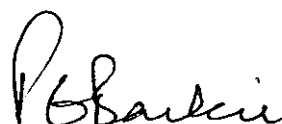
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Jan Robinson

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