

We hereby certify that this is a true copy of  
the original

Brobeck Hale and Dorr  
Brobeck Hale and Dorr, Oxford

Date: 21 June 2002

DATED

30 November

2001

HOLDGROVE LIMITED

- AND -

THE SHAREHOLDERS OF MINICOMPUTER  
COMMERCIAL SOFTWARE LIMITED

---

**DEED**

FOR THE ACQUISITION OF THE ENTIRE ISSUED SHARE  
CAPITAL OF MINICOMPUTER COMMERCIAL  
SOFTWARE LIMITED

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Brobeck Hale and Dorr

Park Gate  
25 Milton Park  
OXFORD  
OX14 4SH

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Ref: SGN



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*2001*

**THIS DEED** is made by way of DEED on: *30 November 2001*

**BETWEEN:**

- (1) **HOLDGROVE LIMITED** (registered number: 4325755, whose registered office is at 3 Worcester Street, Oxford OX1 2PZ ("the Purchaser")); and
- (2) **THE SHAREHOLDERS of MINICOMPUTER COMMERCIAL SOFTWARE LIMITED** whose names and addresses are set out in the Schedule hereto ("the Vendors" and each severally "a Vendor").

**RECITALS:**

- A. Minicomputer Commercial Software Limited was incorporated in England and Wales on 9 August 1976 with registered number 1272384 ("MCS");
- B. The Vendors are the legal and beneficial owners of the entire issued share capital of MCS as detailed in the Schedule hereto ("the MCS Shares");
- C. The Vendors have agreed to sell and the Purchaser has agreed to purchase the MCS Shares on the terms and conditions set out in this Deed.

**NOW IT IS AGREED** as follows:

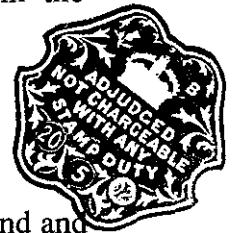
**1. DEFINITIONS**

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

**"Bank Guarantee"** means the guarantee in the agreed form to be issued by National Westminster Bank Plc in respect of the Guaranteed Loan Notes;

**"Completion"** means completion of the sale and purchase of the MCS Shares, the issue of the Loan Notes (as defined below), the allotment of the Consideration Shares (as defined below) and the payment of cash under this Deed in accordance with clause 4;

**"Consideration Shares"** means the ordinary shares of £1 each and the A ordinary shares of £1 each in the capital of the Purchaser to be allotted to the Vendors as set out in clause 3;



**"Floating Charge"** means the floating charge in the agreed form to be granted by the Purchaser in respect of the Secured Loan Notes;

**"Guaranteed Loan Notes"** means the £800,000 guaranteed unsecured loan notes of the Purchaser (made up of £300,000 first Loan Notes 2002 redeemable on 31 December 2002 and £500,000 second Loan Notes 2003 redeemable on 30 April 2003) in the agreed form to be constituted pursuant to the Loan Note Deeds;

**"Loan Notes"** means the Guaranteed Loan Notes and the Secured Loan Notes;

**"Loan Note Deeds"** means the three deeds in the agreed form to be executed by the Purchaser so as to constitute the Loan Notes;

**"Secured Loan Notes"** means the £345,000 non-guaranteed secured loan notes redeemable on 31 December 2002 in the agreed form to be constituted pursuant to the Loan Note Deeds.

- 1.2 A document is in "the agreed form" if it is in the form of a draft agreed between and initialled by or on behalf of the Vendors and the Purchaser on or before the date hereof.
- 1.3 Headings are for ease of reference only and shall not be taken into account in construing this Deed.
- 1.4 References in this Deed to Clauses, sub-clauses, paragraphs and Schedules are references to those contained in this Deed.
- 1.5 The Schedules to this Deed are an integral part of this Deed and reference to this Deed includes reference thereto.
- 1.6 References in this Deed to any gender shall where appropriate include references to any other gender and references to the singular shall include references to the plural and vice versa.

## **2. SALE AND PURCHASE**

- 2.1 Each of the Vendors shall sell and the Purchaser shall purchase the number of MCS Shares set opposite the relevant Vendor's name in column 1 of the Schedule for the consideration specified in clause 3 below.
- 2.2 The MCS Shares shall be sold with full title guarantee and free from any option, charge, lien, equity, encumbrance, right of pre-emption or any other third party rights and together with all rights attached to them at the date of this Deed or subsequently becoming attached to them.

## **3. CONSIDERATION**

- 3.1 In consideration for the sale of the number of MCS Shares set opposite the relevant Vendor's name in the Schedule the Purchaser shall at Completion:
- 3.1.1 allot and issue ordinary shares of £1 each in the capital of the Purchaser to the Vendors in such numbers as are set out opposite their respective names in column 3 of the Schedule and credited as fully paid; and
  - 3.1.2 issue the Loan Notes to the Vendors in such numbers as are set against their respective names in Column 4 of the Schedule; and
  - 3.1.3 allot and issue A ordinary shares of £1 each in the capital of the Purchaser to the Vendors in such numbers as are set out opposite their respective names in column 5 of the Schedule and credited as fully paid; and
  - 3.1.4 pay to the Vendors the amounts of cash (the "Cash Consideration") as are set against their respective names in Column 6 of the Schedule; and
  - 3.1.5 procure the issue of the Bank Guarantee; and
  - 3.1.6 enter into the Floating Charge.

- 3.2 The Consideration Shares shall be issued in accordance with, and having the rights set out in, the memorandum and articles of association of the Purchaser, from time to time.

4. **COMPLETION**

- 4.1 Completion shall take place forthwith upon signing of this Deed by all Vendors and the Purchaser at MCS Ltd, Computer House, Globeside Business Park, Marlow, Bucks, SL7 1TB, or such other place as the parties shall agree.

- 4.2 At Completion the Vendors shall:

4.2.1 deliver or cause to be delivered to the Purchaser duly executed transfers of the MCS Shares together with the definitive share certificates for them (or deeds of indemnity in the agreed form);

4.2.2 deliver to the Purchaser all the statutory and other books (duly written up to date) of MCS and its certificate of incorporation and common seal; and

4.2.3 procure that MCS registers the transfers of the MCS Shares set out in clause 4.2.1 above, subject to their being duly stamped.

- 4.3 At Completion, the Purchaser shall deliver to the Vendors (and the receipt of Bernard Conlon shall be sufficient discharge of the Purchaser's obligation to issue the Consideration Shares, and the receipt of Richard van der Knaap shall be sufficient discharge of all the Purchaser's other obligations hereunder):

4.3.1 the Cash Consideration by paying it to Barclays Bank, Broadgate Business Centre, 155 Bishopsgate, London EC2M 3XA, sort code: 20-77-67, account name: BH&D Client Premium Account, account number: 80788155, or such other bank account(s) as Madeline Ames and Richard van der Knaap shall jointly request;

4.3.2 duly executed share certificates in respect of the Consideration Shares;

- 4.3.3 a certified copy of each of the Loan Note Deeds duly executed by the Purchaser;
  - 4.3.4 duly executed certificates in respect of the Loan Notes;
  - 4.3.5 the Bank Guarantee, duly executed; and
  - 4.3.6 the Floating Charge, duly executed.
- 4.4 Each of the Vendors declares that with effect from Completion and for so long as he or she remains the registered holder of any of the MCS Shares he or she shall:
- 4.4.1 stand and be possessed of the MCS Shares and the dividends and other distributions of profits or surplus or other assets in respect of the MCS Shares and all rights arising out of or in connection with them in trust for the Purchaser and its successors in title; and
  - 4.4.2 at all times deal with and dispose of the MCS Shares and such other shares and all such dividends distributions and rights as the Purchaser or any such successor may direct.
- 4.5 The Vendors appoint (with effect from Completion) the Purchaser as their lawful attorney (with power to delegate) to act in the name of the Vendors and on their behalf in exercising dealing with and (where appropriate) transferring all voting and other rights (including, without limitation, the right for the Purchaser to sell the MCS Shares and to give a valid receipt for any consideration received in respect of them) which may now or at any time in the future attach to the MCS Shares registered in the name of the Vendors or any of them.
- 4.6 The power of attorney contained in clause 4.5 is given by way of security for the obligations of the Vendors as bare nominees of those MCS Shares registered in the names of the Vendors and shall be irrevocable in accordance with section 4 Powers of Attorneys Act 1971.

- 4.7 Each of the Vendors hereby irrevocably waives in favour of the Purchaser all pre-emption rights which he may have in respect of the MCS Shares whether under MCS's Articles of Association or otherwise, and hereby consents to the transfer of such shares to the Purchaser.

5. **MISCELLANEOUS**

- 5.1 In relation to its subject matter this Deed represents the entire understanding and constitutes the whole agreement, and supersedes any previous agreement, between the parties and, save as provided in this Deed, no party has relied on any representation made by any other party. Except in respect of fraud, the parties agree that no party shall have any right or remedy in respect of any representation other than those contained in this Deed.
- 5.2 The Vendors shall on or after Completion execute all such deeds and documents and do (or procure the performance of) all such things as the Purchaser may reasonably require for perfecting the transactions intended to be effected under or pursuant to this Deed and for vesting in the Purchaser the full benefit of the MCS Shares.
- 5.3 This Deed may be executed in more than one counterpart (including facsimile copies) each of which shall be deemed to constitute an original and shall become effective when one or more counterparts have been signed by all of the parties hereto and such a counterpart (so signed) has been delivered to each of the parties hereto.
- 5.4 This Deed shall be governed by, and construed in accordance with, English Law.

# SCHEDULE

Name and Address of Vendor	No of ordinary shares of £1 each held in MCS and to be sold	No of ordinary shares of £1 each in the capital of the Purchaser	No of Loan Notes	No of A ordinary shares of £1 each in the capital of the Purchaser	Cash Consideration
Madeline Ann Ames Tuckenhay, Mill Lane, Hurley, Berks SL6 5ND	4,200	Nil	<u>Guaranteed Loan Notes</u> 2002: 94,000 2003: 75,000 <u>Secured Loan Notes</u> 2002: 57,000 Total: 226,000	Nil	£13,000
Deborah Irene Burnett 1 The Ridgeway, Wargrave	1,200	1,200	Nil	Nil	Nil
Bernard Michael Conlon 23 Chalk Farm Lane, Stokenchurch, High Wycombe, Bucks	50,000	49,999	Nil	Nil	Nil
Michael John Kirkland 22 Starthead Drive, Wokingham, Berks RG40 2HX	800	800	Nil	Nil	Nil



Richard Saunders van der Knaap Robin Hill, Shoppenhangers Road, Maidenhead, Berks SL6 2QD	50,000	Nil	Guaranteed Loan Notes 2002: 206,000 2003: 425,000 Secured Loan Notes 2002: 288,000 Total: 919,000	1	£200,000
Margaret Rutter 17 Bredward Close, Burnham	100	100	Nil	Nil	Nil
James Spencer Sharp 7 Princes Gardens, Ealing, London W5 1SD	600	600	Nil	Nil	Nil
Andrew Stanners May Cottage, 253 Main Road, Walters Ash, High Wycombe, Bucks HP14 4 <sup>TH</sup>	100	100	Nil	Nil	Nil
<b>Total</b>	107,000	52,799	£1,145,000	1	£213,000

**EXECUTED** as a DEED but not  
delivered until the date set out above:

**EXECUTED by**  
**HOLDGROVE LIMITED**  
Acting by

Director  
and  
Secretary

) *B. M. Conlon*  
)  
)  
)  
)  
) *[Signature]*

Signed as a Deed by  
**MADELINE ANN AMES**  
in the presence of:

Witness signature

Witness name

Witness address

Witness occupation

*J. I. Ames*  
*Oxford*  
*Solicitor*

)  
)  
)  
)  
) *Madeline A.*

Signed as a Deed by  
**DEBORAH IRENE BURNETT**  
in the presence of:

Witness signature

Witness name

Witness address

Witness occupation

Signed as a Deed by  
**BERNARD MICHAEL CONLON**  
in the presence of:

Witness signature

Witness name

Witness address

Witness occupation

) *DEBORAH IRENE BURNETT*  
) *By Her Attorney*  
)  
)  
) *B. M. Conlon*

) *B. M. Conlon*  
)  
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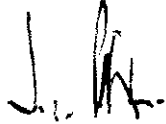
Signed as a Deed by  
**MICHAEL JOHN KIRKLAND**  
in the presence of:

)   
)  
)  
)

Witness signature

Witness name

Witness address



Witness occupation

Signed as a Deed by  
**RICHARD SAUNDERS VAN  
DER KNAAP**  
in the presence of:

)   
)  
)  
)

Witness signature

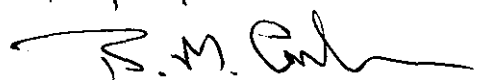
Witness name

Witness address



Witness occupation

Signed as a Deed by  
**MARGARET RUTTER**  
in the presence of:

) **MARGARET RUTTER**  
) **BY HER ATTORNEY**  
)   
)

Witness signature


Witness name

Witness address



Witness occupation

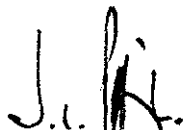
Signed as a Deed by  
**JAMES SPENCER SHARP**  
in the presence of:

)   
)  
)  
)

Witness signature

Witness name

Witness address



Witness occupation

Signed as a Deed by  
**ANDREW STANNERS**  
in the presence of:

ANDREW STANNERS  
By his ATTORNEY  
S.M. Gail

Witness signature

Witness name

Witness address

J. R. H.

Witness occupation