

SHARE PURCHASE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF VENDOR]
[address]
(the "Vendor")

- and -

[NAME OF PURCHASER]
[address]
(the "Purchaser")

WHEREAS the Purchaser desires to purchase all of the outstanding ordinary shares of _____ [insert name of company], a company organised under the laws of England and Wales with registered number _____ (the "Company"), resulting in the Company becoming the wholly-owned subsidiary of the Purchaser (the "Transaction");

WHEREAS the Vendor owns _____ [#] of the issued and outstanding ordinary shares, nominal value £_____ each (the "Shares"), of the Company; and

WHEREAS in order to facilitate the Transaction, the Vendor desires to sell all of the Shares to the Purchaser and the Purchaser desires to purchase all of the Shares from the Vendor under the terms and conditions set forth herein.

NOW THEREFORE in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

ARTICLE 1 - PURCHASE AND SALE

1.1 PURCHASE AND SALE OF THE SHARES

In reliance upon the representations and warranties of the Purchaser contained herein, and on the terms and subject to the conditions herein set forth, the Vendor hereby sells with full title guarantee, conveys, assigns, transfers and delivers the Shares to the Purchaser. In reliance upon the representations and warranties of the Vendor contained herein, and on the terms and subject to the conditions herein set forth, the Purchaser hereby purchases the Shares and the Purchaser hereby agrees to pay the purchase price of £_____ per share, for a total purchase price of £_____ (the "Purchase Price").

1.2 PRE-EMPTION RIGHTS.

The Vendor hereby irrevocably waives and undertakes to procure the waiver of all rights of pre-emption over the Shares or any of them to which he or any other person is or may be entitled in relation to the sale and purchase of the same.

1.3 TRANSFER OF SHARES

At the Closing (as hereinafter defined), the Vendor shall execute and deliver to the Purchaser a certificate or certificates representing the Shares (in the case of certificated Shares) together with duly executed stock powers, stock transfer forms, transfer deeds or other documents of transfer sufficient to convey the Shares to the Purchaser, and such other instruments of conveyance as the Purchaser may reasonably request in order to effect the sale, transfer, conveyance and assignment to the Purchaser with full title guarantee for the purposes of the Law of Property (Miscellaneous Provisions) Act 1994 to the Shares, and clear of all

claims, liens, pledges, charges, encumbrances, equities, options, calls, voting trusts, agreements, commitments, restrictions and other security interests whatsoever (collectively, "Encumbrances").

1.4 DOCUMENTS OF TRANSFER

At the Closing, in addition to the documents of transfer described in Section 1.3:

- (a) each of the parties will execute, acknowledge and deliver such bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance, sale, transfer and assignment as shall be required in order to effectively vest in the Purchaser all of the Vendor's right, title and interest in and to the Shares; and