

**DATED** \_\_\_\_\_

**(1) << Insert Name of Purchaser >>**

**(2) << Insert Name of Vendor(s) >>**

**[(3) << Insert Name of Vendor(s) >>]**

**[(4) << Insert Name of Vendor(s) >>]**

## **OWN SHARE PURCHASE AGREEMENT**

THIS SALE AND PURCHASE AGREEMENT (this "Agreement") is made on the << Insert Date >>

BETWEEN

1. << Insert Company Name >>, a company incorporated under the laws of England and Wales with registration number << Insert Registration Number >> and its registered office at << Insert Address >> (the "Purchaser");
2. The persons or corporations whose names are set out in the first column of Schedule I (each a "Vendor" and together the "Vendors").

WHEREAS

- A. The Vendors hold << Insert Number of Shares e.g 65,000 >> ordinary shares of << Nominal Value of shares >> in the Purchaser.
- B. The Purchaser desires to purchase from the Vendors and the Vendors wish to sell to the Purchaser << Insert Number of Shares e.g 42,000 >> ordinary shares of << Nominal Value of shares >> in the Purchaser (the "Sale Shares").

IT IS AGREED AS FOLLOWS

## 1. DEFINITIONS

1.1 The following terms, as used herein, have the following meanings:

<b>"Completion"</b>	shall have the meaning provided in Clause 2.2;
<b>"Completion Date"</b>	shall have the meaning provided in Clause 2.2;
<b>"Encumbrance"</b>	means and includes any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien or assignment or any other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property;
<b>"Purchase Price"</b>	means the aggregate of the prices paid for the Sale Shares in the third column of Schedule I; and
<b>"Sale Shares"</b>	has the meaning set out in Recital B.

1.2 In this Agreement:

- 1.2.1 the headings are inserted for convenience only and shall not affect the construction of this Agreement;
- 1.2.2 references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other statutory provisions (whether before or after the date

S

A

M

P

L

E

hereof) from  
are re-enact

clude any provisions of which they  
(without modification);

1.2.3 unless the c  
shall include  
shall include

e, words incorporating the singular  
sa and words importing a gender

1.2.4 references h  
and recitals

als and Schedules are to clauses  
Agreement.

1.3 All Recitals and S  
same force and effe  
any reference to this

is Agreement and shall have the  
in the body of this Agreement and  
e the Recitals and Schedules.

## 2. SALE AND PURCHASE O

2.1 Subject to the term  
(relying on the re  
hereinafter referred  
and the Vendors a  
Completion, all rig  
Encumbrances tog  
hereafter attaching  
other distribution  
Completion Date.

in this Agreement, the Purchaser  
s, undertakings and agreements  
ndors to purchase at Completion,  
to be sold to the Purchaser at  
n the Sale Shares free from all  
any nature whatsoever now or  
uding all rights to any dividends or  
e in respect of them after the

2.2 The purchase and s  
<< Insert Date >>.<sup>1</sup>  
as the "Completion

("Completion") shall take place on  
Completion are herein referred to

2.3 Upon Completion t  
documents in respe

er to the Purchaser the following

2.3.1 duly comple  
Sale Share  
Purchaser to  
Shares;

transfer forms in respect of the  
olders thereof in favour of the  
certificates representing the Sale

2.3.2 all powers o  
the Sale Sha

rities under which the transfers of  
;

2.3.3 such waiver  
Purchaser to

rchaser may require enabling the  
ders of the Sale Shares;

2.3.4 such other  
good title to  
nominees to

required to give to the Purchaser  
to enable the Purchaser or its  
olders thereof;

2.3.5 written confi  
thing which  
representati

s are not aware of any matter or  
inconsistent with any of the  
rtakings herein contained; and

2.3.6 such other p  
require.

as the Purchaser may reasonably

2.4 Against performanc  
pay to the Vendors

in Clause 2.3, the Purchaser shall

<sup>1</sup> This date must be no earlier than 5  
resolution regarding the use of capital

7 weeks after approval of the special

2.5 The Vendors hereby agree to pay, at their own expense the costs necessary to vest the property in the intended to be vested.

to the Purchaser to procure at their  
such further documents as are  
such property and rights as are  
pursuant to this Agreement.

### 3. REPRESENTATIONS AND WARRANTIES OF THE VENDORS

The Vendor(s) hereby represent and warrant on an "as is" and several basis to the Purchaser that each of the following statements are true and correct:

3.1 The Vendor(s) is a duly organised and validly existing under the laws of its nation.

3.2 The Vendor(s) has [REDACTED] other action required to authorise, and has duly authorised [REDACTED] delivery and performance of this Agreement and upon [REDACTED] delivery the same will constitute its legal, valid and binding [REDACTED] in accordance with its terms.

3.3 The Vendor(s) has the authority to make the covenants and representations referred to in this Section 3.3 with respect to all the Sale Shares and to execute, deliver and perform the obligations of the Vendor(s) under this Section 3.3.

3.4 [The execution, delivery and performance of this Agreement has been duly authorised by all necessary corporate action of the Issuer's board. Certified copies of the resolutions adopted by the Issuer's board in connection with this Agreement and transactions contemplated hereby shall be provided to the Purchaser.]<sup>2</sup>

**P**

3.6 Each Vendor has granted to the Company, and its successors, all of its right, title and interest in and to all of the shares of the Company, whether now owned or hereafter acquired, together with all of its right, title and interest in and to all of the rights and powers incident to such shares, free and clear of any lien, charge, encumbrance, trust, voting or transfer restriction, or other restriction of whatever nature (a "Lien"), and at closing of the Transaction, the Vendor will deliver to the Company all of the Sale Shares beneficially owned by the Vendor, together with all of the rights and powers incident to such shares, free and clear of any lien, charge, encumbrance, trust, voting or transfer restriction, or other restriction of whatever nature (a "Lien"). The Vendor warrants that the Sale Shares are being sold by the Vendor free and clear of any lien, charge, encumbrance, trust, voting or transfer restriction, or other restriction of whatever nature (a "Lien") and that the Vendor has not entered into any agreement, understanding or arrangement with any other person or entity, to the effect of the Sale Shares or to vote or otherwise exercise any right or power held by such Vendor as set forth on Schedule I hereto.

3.7 The foregoing representations are made by the Vendors with the knowledge and the Purchaser is placing reliance thereon.

<sup>2</sup> Corporate vendor only

#### 4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants that each of the following statements is true:

- 4.1 It is a legal entity duly existing under the laws of its jurisdiction of incorporation.
- 4.2 It has taken all corporate action required to authorise, and has duly authorised, the execution and performance of this Agreement and the same will constitute its legal, valid and binding obligations consistent with its terms.
- 4.3 It has full power and authority to make the warranties and representations made herein and to execute, deliver and perform this Agreement.
- 4.4 The share capital of the Company at Completion is as set out in Schedule II and the Purchaser immediately after Completion will be a shareholder of the Company.

#### 5. MISCELLANEOUS

- 5.1 The representation made in or made pursuant to this Agreement shall survive the completion and delivery of this Agreement and shall not be affected by any investigation of the subject matter thereof made by the Purchaser.
- 5.2 Except as otherwise provided, the terms and conditions of this Agreement shall in all respects be binding upon the respective successors and assigns of the parties and the transferees of any Purchaser Shares sold hereunder. No assignment of this Agreement, express or implied, is intended to confer any rights, remedies, obligations, or liabilities under or by this Agreement, except as expressly provided.
- 5.3 This Agreement shall be construed in accordance with the laws of England and Wales.
- 5.4 The courts of England shall have jurisdiction to determine any matters arising out of this agreement (including any non-contractual matters).
- 5.5 Unless otherwise required or permitted under this Agreement shall be deemed effectively given upon personal delivery, by registered post or by email, to the party to be notified at the address or fax number set out below or to such other address designated by ten days' advance written notice to the other party.
- 5.6 Each of the parties shall be responsible for its own costs and expenses incurred in the preparation and execution of this Agreement.
- 5.7 Each party to this Agreement shall be responsible for its own share of stamp duty in relation to the sale and purchase of the Shares and the Vendors hereby

authorise the Purchaser to pay the Purchase Price the Vendors' share of stamp duty.

Purchase Price the Vendors' share

- 5.8 If one or more provisions of this Agreement are held to be unenforceable under applicable law, the provisions shall nevertheless be excluded from this Agreement and the balance of the Agreement shall survive and be interpreted as if such provision was so excluded and shall not affect the validity of the Agreement in accordance with its terms.

## 6. NOTICE DETAILS

The address details of the

Purchaser

**Address:** << Insert Address >>

**Fax:** << Insert Fax no.>>

Vendor(s)

**Address:** << Insert Address >>

**Fax:** << Insert Fax no.>>

AS WITNESS the parties have executed this Agreement as of the date first above written.

THE VENDOR(S)

SIGNED by \_\_\_\_\_  
<< Insert Name >>

[SIGNED by \_\_\_\_\_  
<< Insert Name >>

[SIGNED by  
<< Insert Name >>

THE PURCHASER

For and on behalf of << Insert Name >>

By: \_\_\_\_\_

Name: << Insert Name >>

Title: << Insert Title >>

S

A

M

P

L

E

LIST OF VENDORS, NUMBER OF SHARES AND PURCHASE PRICE

NAME OF VENDOR(S)	NUMBER OF SHARES	PURCHASE PRICE
<< Insert Shareholder Name >>	<< Amount >>	<< Amount >>
[<< Insert Shareholder Name >>]	[<< Amount >>]	[<< Amount >>]
[<< Insert Shareholder Name >>]	[<< Amount >>]	[<< Amount >>]



SHARE CAPITAL OF \_\_\_\_\_ BEFORE COMPLETION

Ordinary  
Shareholders  
Shares

-----

<< Insert Amount e.g 30,000 >>

ame

eholder Name >>

TOTAL << Insert Amount e.g

SHARE CAPITAL OF THE FIRM IMMEDIATELY AFTER COMPLETION

Ordinary  
Shareholders  
Shares  
-----

Name

<< Insert Amount e.g 30,000 >>

Shareholder Name >>

TOTAL      << Insert Amount e.g