

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:

“Completion”	shall have the meaning provided in Clause 2.2;
“Completion Date”	shall have the meaning provided in Clause 2.2;
“Encumbrance”	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;
“Purchase Price”	means the aggregate of the prices paid for the Sale Shares in the third column of Schedule I; and
“Sale Shares”	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

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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 thi

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 >>. ¹
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
HER [The Purchase Price shall be

¹ This date must be no earlier than 5
capital payment relates are surrender

7 weeks after the shares to which the

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paid on the Completion Number >> instalment for payment>>.]

Purchase Price shall be paid by << Dates on the following dates: <<Dates

2.5 The Vendors hereby on their own expense the necessary to vest intended to be vested

to the Purchaser to procure at their own expense such further documents as are necessary to vest such property and rights as are intended to be vested pursuant to this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF THE VENDORS

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

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

The Vendor(s) is a duly organised and validly existing entity.

3.2 The Vendor(s) has duly authorised and has duly authorised the execution and performance of this Agreement and upon delivery legal, valid and binding.

no other action required to authorise, execute, delivery and performance of this Agreement upon delivery the same will constitute its obligation in accordance with its terms.

3.3 The Vendor(s) has made all representations referred to herein and will deliver and perform

all covenants and obligations relating to the Sale Shares and to execute, deliver and perform

3.4 [The execution, delivery and performance of this Agreement has been duly authorised by all resolutions adopted and contemplated hereby]

of this Agreement has been duly authorised by its board. Certified copies of the resolutions adopted in connection with this Agreement and transactions contemplated hereby shall be provided to the Purchaser.]²

3.5 Neither the execution of its obligations under this Agreement nor the performance by it of its obligations under this Agreement (i) conflict with or result in any breach of its Constitutional or statutory obligations, or give rise to or result in the creation of any lien, charge, encumbrance, or restriction upon any of the properties of the Vendor(s), or require any government permit, license or order or any mortgage, indenture, agreement or other agreement, instrument or obligation.

agreement nor the performance by it of its obligations under this Agreement (i) conflict with or result in any breach of its Constitutional or statutory obligations, or give rise to or result in the creation of any lien, charge, encumbrance, or restriction upon any of the properties of the Vendor(s), or require any government permit, license or order or any mortgage, indenture, agreement or other agreement, instrument or obligation.

3.6 Each Vendor has granted or its name on Schedule I hereto a security interest, voting right of first refusal ("Lien"), and at closing the Vendor will deliver the Sale Shares beneficially owned by it free and clear of any lien, charge, encumbrance, or restriction, and any power or right, authority, or ability to dispose of or direct the voting of the Sale Shares or to vote or be bound by such Vendor as set forth on Schedule I hereto.

Each Vendor has granted or its name on Schedule I hereto a security interest, voting right of first refusal ("Lien"), and at closing the Vendor will deliver the Sale Shares beneficially owned by it free and clear of any lien, charge, encumbrance, or restriction, and any power or right, authority, or ability to dispose of or direct the voting of the Sale Shares or to vote or be bound by such Vendor as set forth on Schedule I hereto.

² Corporate vendor only

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

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 upon due execution and completion will constitute its legal, valid and binding obligations in accordance with its terms.
- 4.3 It has full power and authority to execute the warranties and representations referred to herein and to execute, deliver and perform this Agreement in respect of the Shares and to execute, deliver and perform this Agreement.
- 4.4 The share capital of the Company prior to Completion is as set out in Schedule II and the Company will be a public company immediately after Completion.

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5. MISCELLANEOUS

- 5.1 The representations and warranties 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 in the terms and conditions of this Agreement shall in all respects be binding upon the respective successors and assigns of the Purchaser including transferees of any Purchaser Shares sold hereunder. The agreement, express or implied, is intended to confer no benefit and no rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
- 5.3 This Agreement shall be governed and construed in accordance with the laws of England and Wales.
- 5.4 The courts of England shall have exclusive jurisdiction to determine any disputes arising out of or in connection with this agreement (including any non-contractual matters).
- 5.5 Unless otherwise provided in the Agreement shall be deemed effectively given upon personal delivery or by registered post or by email or upon postal service being notified or upon postal service being notified by registered post or by email or by email or by fax or by such other means as may be 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.

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incurred in the preparation and execution of this Agreement.

5.7 Each party to this Agreement shall bear its own share of stamp duty in relation to the sale and purchase of Shares and the Vendors hereby authorise the Purchaser to deduct from the Purchase Price the Vendors' share of stamp duty.

5.8 If one or more provisions of this Agreement are held to be unenforceable under applicable law, the remaining provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision was so excluded and shall remain in full force and effect 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.>>

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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 >>

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[SIGNED by
<< Insert Name >>

THE PURCHASER

For and on behalf of << Insert Name >>

By: -----

Name: << Insert Name >>

Title: << Insert Title >>

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LIST OF VENDORS, NUMBER OF SHARES AND PURCHASE PRICE

NAME OF VENDOR(S)	NUMBER OF SHARES	PURCHASE PRICE
<< Insert Shareholder Name >>	<< Amount >>	00
[<< Insert Shareholder Name >>]	[<< Amount >>]	00
[<< Insert Shareholder Name >>]	[<< Amount >>]	00

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SHARE CAPITAL OF _____ BEFORE COMPLETION

Ordinary
Shareholders
Shares

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

_____ Name

_____ Shareholder Name >>

TOTAL << Insert Amount e.g

SHARE CAPITAL OF THE COMPANY IMMEDIATELY AFTER COMPLETION

Ordinary
Shareholders
Shares

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

Name

Shareholder Name >>

TOTAL << Insert Amount e.g

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