

1157596

OLSWANG

2008

**AGREEMENT FOR THE SALE AND PURCHASE OF 2.01%
OF THE ISSUED SHARE CAPITAL IN TRIPMOLE LIMITED**

- (1) B BERGER AND A KLEIN AS TRUSTEES OF THE S BERGER
SETTLEMENT
- (2) MIKEMOLE LIMITED



[Signature]
***We hereby certify this to
be a true and complete
copy of the original***

OLSWANG

24/10/08

90 High Holborn
London WC1V 6XX
www.olswang.com

T +44 (0) 20 7067 3000
F +44 (0) 20 7067 3999
DX 37972 Kingsway

In alliance with Greenberg Traurig LLP

Olswang is regulated by the Solicitors Regulation Authority

Content

Clause		Page
1	DEFINITIONS AND INTERPRETATION_____	1
2	AGREEMENT FOR SALE_____	3
3	CONSIDERATION_____	3
4	COMPLETION_____	3
5	POWER OF ATTORNEY _____	4
6	ASSIGNMENT_____	4
7	VARIATION _____	5
8	NOTICES_____	5
9	THIRD PARTY RIGHTS _____	5
10	WAIVER_____	5
11	CUMULATIVE RIGHTS_____	5
12	FURTHER ASSURANCE _____	5
13	INVALIDITY _____	6
14	NO MERGER _____	6
15	COUNTERPARTS_____	6
16	ENTIRE AGREEMENT _____	6
17	GOVERNING LAW AND JURISDICTION_____	6
SCHEDULE 1		
	Details of the Company	
	Part 1_____	7
	Part 2_____	8

THIS AGREEMENT is made on

2008

BETWEEN:

- (1) **B BERGER** of 24 Craven Walk, London N16 6BT and **A KLEIN** of 15 Fountayne Road, London N16 7EA **AS TRUSTEES OF THE S BERGER SETTLEMENT** (the "**Sellers**"), and
- (2) **MIKEMOLE LIMITED**, a company incorporated in England and Wales (registered number 01157596) whose registered office is at New Burlington House, 1075 Finchley Road, London NW11 0PU (the "**Buyer**")

RECITALS

- (A) The Company (as defined below) is a private company limited by shares Further details about the Company are set out in the schedule
- (B) The Sellers wish to sell and the Buyer wishes to buy 2.01% of the issued share capital of the Company on the terms of this Agreement Further details of the Buyer are set out in part 2 of the schedule

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including in the recitals and the schedule), the following words and expressions shall have the following meanings unless the context requires otherwise

"Business Day"	a day which is not a Saturday, a Sunday or a bank or public holiday in England,
"Buyer's Solicitors"	Olswang of 90 High Holborn, London WC1V 6XX,
"Company"	Tripmole Limited, a private company limited by shares incorporated in England and Wales with registered number 01155799,
"Completion"	completion of the sale and purchase of the Shares in accordance with this Agreement,
"Completion Date"	the date on which Completion takes place,
"Consideration Shares"	2 ordinary shares of £1 each in the capital of the Buyer to be allotted and issued to the Sellers,
"Encumbrance"	a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption or other third party right, interest or claim of any kind, or any other encumbrance or security interest of any kind

(including, without limitation, any liability imposed or right conferred by or under any legislation) or any other type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect, and

"Shares"

the 21 ordinary shares in the Company of £1 00 each registered in the joint names of the Sellers

1 2 In this Agreement, unless the context requires otherwise

1 2 1 any reference to the parties or a recital, clause or schedule is to the parties (and permitted assignees) or the relevant recital, clause or schedule of or to this Agreement and any reference in a schedule to a paragraph is to a paragraph of the schedule or, where relevant, that part of the schedule,

1 2 2 the clause headings are included for convenience only and shall not affect the interpretation of this Agreement,

1 2 3 use of the singular includes the plural and vice versa,

1 2 4 use of any gender includes the other genders,

1 2 5 any reference to a **"person"** or to **"persons"** includes individuals, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality),

1 2 6 any reference to a statute, statutory provision or subordinate legislation (**"legislation"**) shall be construed as referring to that legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation,

1 2 7 any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official, governmental or administrative authority or agency or any legal concept or thing includes, in respect of any jurisdiction other than England, a reference to whatever most closely approximates in that jurisdiction to the relevant English legal term, and

1 2 8 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

1 3 The schedule and recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement, and any reference to this Agreement includes the schedule and recitals

- 1 4 Any undertaking by a party not to do any act or thing includes an undertaking not to allow, cause or assist the doing of that act or thing and to exercise all rights of control over the affairs of any other person which that party is able to exercise (directly or indirectly) in order to secure performance of that undertaking

2 AGREEMENT FOR SALE

- 2 1 The Sellers hereby agree to sell and the Buyer hereby agrees to buy the Shares At Completion, the Sellers shall sell with full title guarantee, and the Buyer shall buy, the Shares free from all Encumbrances The Shares shall be sold with all rights attaching to them at Completion or subsequently, including the rights to receive all dividends and other distributions declared, paid or made at or after Completion
- 2 2 The Sellers covenant that they have the right to sell the Shares on the terms of this Agreement
- 2 3 The Sellers irrevocably waive and shall procure the waiver of all rights of pre-emption over, or any other rights to restrict, the transfer of the Shares conferred either by the articles of association of the Company or in any other way

3 CONSIDERATION

- 3 1 The consideration for the Shares shall be the allotment and issue to the Sellers of the Consideration Shares
- 3 2 The Consideration Shares shall be credited as fully paid and issued free from all Encumbrances and shall rank pari passu in all respects with the existing shares in issue at Completion, including as to dividends declared made or paid after Completion

4 COMPLETION

- 4 1 Completion shall take place at the offices of the Buyer's Solicitors immediately after this Agreement is executed
- 4 2 At Completion, the Sellers shall deliver or make available to the Buyer
- 4 2 1 transfers of the Shares in favour of the Buyer, duly executed by the Sellers (or their duly authorised attorney) or any other registered holder (as appropriate), and
- 4 2 2 the share certificates representing the Shares (or an indemnity in a form satisfactory to the Buyer for any missing share certificates)
- 4 3 At Completion, the Buyer shall deliver to the Sellers a certified copy of the minutes of a meeting of the directors of the Buyer in the agreed form resolving that the Buyer should allot the Consideration Shares to the Sellers and enter into this Agreement, and each other document to be signed by it at Completion, and authorising the execution of those documents

by each person signing on behalf of the Buyer, and the Buyer shall ensure that share certificates for the Consideration Shares are delivered to the Sellers

5 POWER OF ATTORNEY

5 1 To secure the proprietary interest of the Buyer in the Shares, the Sellers irrevocably appoint Abraham Klein of 15 Fountayne Road, London, N16 7EA or, failing him, any director of the Buyer or each person from time to time designated in writing under the hand of any director of the Buyer severally to be its attorney (the "**Attorney**") on the terms of this clause 5 for the following purposes:

5 1 1 to complete, execute and deliver in the name and on behalf of the Sellers all such proxies, consents (including consents to short notice), appointments, waivers, directions, resolutions, share transfers (including the execution of a transfer in respect of that number of Shares held by the Sellers in favour of the Buyer) and other deeds and documents as the Sellers may be entitled to execute and deliver as the registered holder of the Shares,

5 1 2 to receive notice of, attend and vote at any meeting of the shareholders of the Company,

5 1 3 otherwise to do all such acts and things and exercise all such rights and powers as the Sellers may have or be entitled to do as the registered holder of the Shares, and

5 1 4 to execute and sign all deeds and documents and do all acts and things necessary to give the Buyer full legal and beneficial title in the Shares,

in each case in such manner and on such terms as the Attorney in its absolute discretion thinks fit and to the exclusion of the Sellers or any other person

5 2 During the term of the appointment, the Sellers shall

5 2 1 hold the Shares on trust for the Buyer,

5 2 2 generally deal with the Shares as the Buyer may from time to time direct, and

5 2 3 on request ratify everything which the Attorney may do or purport to do in the proper exercise of the Attorney's powers and/or authorities under clause 5 1

5 3 The appointment of the Attorney shall commence on the Completion Date and shall continue until the Buyer or its nominee becomes the registered holder of all of the Shares

6 ASSIGNMENT

This Agreement shall be binding on and enure for the benefit of the successors and assignees of the parties

7 VARIATION

No variation of this Agreement or any other documents to be entered into pursuant to this Agreement shall be effective unless it is in writing and signed by or on behalf of the Sellers and the Buyer

8 NOTICES

8.1 Any notice or other communication given under this Agreement shall be in writing and in English, and signed by or on behalf of the party giving it, and shall be delivered by hand, or sent by prepaid recorded or special delivery post (or prepaid international recorded airmail if sent internationally) (and, for the avoidance of doubt, may not be given by e-mail) to the relevant address showing on page 1 of this Agreement

8.2 Any notice or other communication given in accordance with clause 8.1 and received after 5.30 p.m. on a Business Day, or on any day which is not a Business Day, shall for the purposes of this Agreement be regarded as received on the next Business Day

8.3 The provisions of clause 8.1 shall not apply in relation to the service of any process in any proceedings arising out of or in connection with this Agreement

9 THIRD PARTY RIGHTS

Except as otherwise stated in this Agreement a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement. This clause shall not affect any right or remedy of a third party which exists or is available apart from that Act

10 WAIVER

A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of that or any other right or remedy. A waiver of a breach of any term of this Agreement shall not constitute a waiver of any other breach of this Agreement

11 CUMULATIVE RIGHTS

The rights and remedies provided by this Agreement are cumulative and (except as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law

12 FURTHER ASSURANCE

At or after Completion, the Sellers and the Buyer shall execute all such documents and do or cause to be done all such other things as the Buyer or the Sellers, as the case maybe, may from time to time require in order to vest in the Buyer or the Sellers legal title to and the full benefit of the Shares or the Consideration Shares respectively and otherwise to give full effect to this Agreement

13 INVALIDITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall, to that extent, be deemed not to form part of this Agreement but the legality and enforceability of the remainder of this Agreement shall not be affected

14 NO MERGER

The provisions of this Agreement shall remain in full force and effect notwithstanding Completion

15 COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and shall not be effective until each of the parties has executed at least one counterpart

16 ENTIRE AGREEMENT

This Agreement and the documents referred to in it together constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement, and shall not be effective until each of the parties has executed at least one counterpart

17 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales

THIS AGREEMENT has been executed **AS A DEED** by or on behalf of the parties on the date at the top of page 1

SCHEDULE 1

Details of the Company

Part 1

Date and place of incorporation: 8 January 1974 (England and Wales)

Registered number: 01155799

Registered office: New Burlington House, 1075 Finchley Road,
London, NW11, 0PU

Share capital

Authorised £1,045 divided into 1,045 shares of £1 each

Issued 1,045 ordinary shares of £1 each

Shareholders'

Name	No of Shares held	Class of Share held
Mikemole Limited	1,024	Ordinary
Berish Berger and Abraham Klein (as trustees of the S Berger Settlement)	21	Ordinary

Directors Samuel Berger, Sarah Klein, Zelda Sternlicht

Auditors. Cohen Arnold

Accounting Reference Date: 30 March

Charges. 1 outstanding

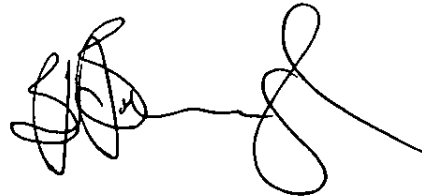
Part 2

Details of the Buyer

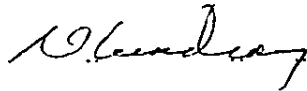
Name:	Mikemole Limited
Date and place of incorporation:	18 January 1974 (England and Wales)
Registered number:	01157596
Registered office:	New Burlington House, 1075 Finchley Road, London, NW11, 0PU
Directors:	Samuel Berger, Sarah Klein, Zelda Sternlicht
Auditors:	Cohen Arnold
Accounting Reference Date:	30 March
Charges:	2 outstanding

SIGNED as a DEED but not DELIVERED until the date of
this DEED by BERISH BERGER (as trustee of the S Berger
Settlement) in the presence of

)
)
)



Witness signature



Name

Nick Lindsay

Address

OLSWANG
90 High Holborn
London WC1V 6XX

Occupation

Solicitor

SIGNED as a DEED but not DELIVERED until the date of
this DEED by ABRAHAM KLEIN (as trustee of the S Berger
Settlement) in the presence of

)
)
)



Witness signature



Name

Nick Lindsay

Address

OLSWANG
90 High Holborn
London WC1V 6XX

Occupation

Solicitor

EXECUTED as a DEED but not DELIVERED until the date of
this DEED by MIKEMOLE LIMITED acting by its director
Sarah Klein in the presence of

)
) Sarah R. Klein

Witness signature

H. Allen

Name

~~44. Harrow~~ H. Allen

Address

44. Harrow Meade
Edgware HA8 8RP

Occupation

Legal Adviser