

1188567

DATED 31<sup>st</sup> December, 1999

JONES LANG LASALLE EUROPE LIMITED

and

JONES LANG LASALLE SUPPLY CO. LIMITED

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SHARE PURCHASE AGREEMENT

in respect of  
shares in the share capital of  
Jones Lang LaSalle Limited

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Slaughter and May  
35 Basinghall Street  
London EC2V 5DB

(JEFR/KDJ)

CC993470179



NAB

THIS AGREEMENT is made 31 December, 1999

**BETWEEN:-**

- (1) JONES LANG LASALLE EUROPE LIMITED (incorporated in England and Wales with registered number 3872194) whose registered office is at 22 Hanover Square, London W1A 2BN (the "Seller"); and
- (2) JONES LANG LASALLE SUPPLY CO. LIMITED (incorporated in England and Wales with registered number 1188567) whose registered office is at 22 Hanover Square, London W1A 2BN (the "Purchaser").

**WHEREAS:-**

- (1) The Seller is the owner of 5,324,157 ordinary shares of £0.01 each (the "Shares") in the share capital of Jones Lang LaSalle Limited (incorporated in England and Wales with registered number 1081258) whose registered office is at 22 Hanover Square, London W1A 2BN, being the entire issued share capital of such company.
- (2) The Seller acquired the Shares pursuant to a Share Purchase Agreement of even date herewith made between the Seller and Jones Lang LaSalle International Inc.
- (3) The Seller acquired the outstanding share capital of the Purchaser pursuant to Share Purchase Agreements of even date herewith made between the Seller and Jones Lang LaSalle International Inc. and Jones Lang LaSalle Continuation Limited respectively.
- (4) The Seller has agreed to sell and the Purchaser has agreed to purchase the Shares on the terms and subject to the conditions of this agreement in consideration of the allotment to the Seller of shares in the Purchaser.

**WHEREBY IT IS AGREED as follows:-**

**1. Interpretation**

**1.1 In this agreement**

"Completion" means completion of the sale and purchase of the Shares under this agreement; and

"Completion Date" means 31st December, 1999.

**1.2 In this agreement, unless otherwise specified:-**

- (A) references to clauses, sub-clauses, paragraphs and sub-paragraphs are to clauses, sub-clauses, paragraphs and sub-paragraphs of this agreement;

(B) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted; and

(C) headings to clauses are for convenience only and do not affect the interpretation of this agreement.

## 2. Sale and Purchase

2.1 At Completion, the Seller shall sell or procure the sale of and the Purchaser shall purchase the Shares free from all claims, liens, charges, encumbrances and equities and from all other rights exercisable by or claims by third parties and together with all rights attached or accruing to them.

2.2 For the avoidance of doubt, Part 1 Law of Property (Miscellaneous Provisions) Act 1994 shall not apply for the purposes of this clause.

## 3. Consideration

The total consideration for the sale of the Shares shall be the allotment and issue by the Purchaser to the Seller of 89,565,781 ordinary shares of £1 each in the share capital of the Purchaser.

## 4. Completion

4.1 Completion shall take place prior to close of business on the Completion Date.

4.2 At Completion:-

(A) the Seller shall deliver to the Purchaser a duly executed transfer in respect of the Shares in favour of the Purchaser or such person as the Purchaser may nominate; and

(B) on receipt of the duly executed transfer referred to in sub-clause 4.2 (A), the Purchaser shall allot and issue to the Purchaser the relevant number of shares referred to in clause 3 (Consideration).

## 5. Seller's Warranties

The Seller warrants to the Purchaser in the following terms:-

(A) Ownership of the Shares

The Seller is the sole beneficial owner of the Shares.

## (B) Options, mortgages and other encumbrances

*There is no option, right to acquire, mortgage, charge, pledge, lien or other form of security or encumbrance or equity on, over or affecting the Shares or any of them and there is no agreement or commitment to give or create any and no claim has been made by any person to be entitled to any.*

## 6. Entire Agreement

- 6.1 *For the purpose of this clause, "Pre-contractual Statement" means a representation, warranty or arrangement of any nature whatsoever relating to this agreement made or given by a party to this agreement or any other person at any time prior to execution of this agreement.*
- 6.2 *This agreement constitutes the whole and only agreement between the parties relating to the sale and purchase of the Shares and except to the extent repeated in this agreement, this agreement supersedes and extinguishes any Pre-contractual Statement.*
- 6.3 *Neither of the parties shall have any right of action against the other party to this agreement arising out of or in connection with any Pre-contractual Statement (except in the case of fraud) except to the extent repeated in this agreement.*

## 7. Choice of Governing Law

*This agreement shall be governed by and construed in accordance with English law.*

*This agreement has been entered into on the date stated at the beginning of the agreement.*

Signed by )  
for and on behalf of )  
JONES LANG LASALLE EUROPE )  
LIMITED:- )

*Robert S. Orr*  
.....

Signed by *A H Jones* )  
for and on behalf of )  
JONES LANG LASALLE SUPPLY CO. )  
LIMITED:- )

*Patry A. Jones*  
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