

3163727

CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL
for Baker & McKenzie
BAKER & MCKENZIE
SOLICITORS
100 NEW BRIDGE STREET
LONDON
EC4V 6JA

(1) STERLING COMMERCE (SOUTHERN), INC.

(2) STERLING COMMERCE (UK) LIMITED

SHARE EXCHANGE AGREEMENT

Baker & McKenzie
100 New Bridge Street
London EC4V 6JA

Tel: (0171) 919 1000

Fax: (0171) 919 1999

Ref: CJC/GB

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DATE: 29 December 1998

PARTIES:

- (1) **STERLING COMMERCE (SOUTHERN), INC**, a company incorporated in the State of Delaware, United States of America with registration number 2884441 and whose principal place of business is at 4600 Lakehurst Court, Dublin, Ohio 43016-2000 USA (the "Seller"); and
- (2) **STERLING COMMERCE (UK) LIMITED**, a company incorporated in England and Wales with registration number 3163427 and whose registered office is at 1 Longwalk Road, Stockley Park, Uxbridge, Middlesex UB11 1DB, United Kingdom (the "Buyer").

RECITALS:

- A. The Seller is the beneficial and registered owner of the entire issued share capital of Sterling Electronic Commerce (UK) Limited.
- B. This Share Exchange Agreement is executed in accordance with step one of the plan of liquidation executed on to-day's date between the Seller, the Buyer and the Company.
- C. The Seller has agreed with the Buyer to sell to the Buyer its shares in Sterling Electronic Commerce (UK) Limited in exchange for ordinary shares of the Buyer.

TERMS AGREED:

1. **Definitions and Interpretation**

- 1.1 In this Agreement where the context so admits the following words and expressions shall have the following meanings:

"Company"	Sterling Electronic Commerce (UK) Limited, a company incorporated in England and Wales with registration number 2699865 and whose registered office is at XcelleNet House, 20 Amersham Hill, High Wycombe, Buckinghamshire HP13 6NA, United Kingdom;
"Consideration Shares"	33 ordinary shares of US\$1 each in the capital of the Buyer; and
"Sale Shares"	the 650,000 ordinary shares of £1 each in the capital of the Company, being the entire issued share capital of the Company.

- 1.2 The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

2. **Sale of Sale Shares**

The Seller shall sell and the Buyer shall purchase the Sale Shares, together with all rights now or hereafter attaching to them.

3. **Consideration**

The consideration for the sale and purchase of the Sale Shares shall be the issue and allotment by the Buyer to the Seller of the Consideration Shares credited as fully paid.

4. **Completion**

Completion shall take place immediately following the execution of this Agreement when all of the following shall take place:

- 4.1 the Seller shall deliver to the Buyer a duly executed stock transfer form in favour of the Buyer in respect of the Sale Shares, together with the relative share certificates; and
- 4.2 the Buyer shall allot the Consideration Shares to the Seller, credited as fully paid, and deliver to the Seller a duly executed share certificate in the name of the Seller in respect of the Consideration Shares.

5. **General**

- 5.1 This Agreement shall be binding upon and enure for the benefit of any successors and assignees of the parties.
- 5.2 This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties to this Agreement.
- 5.3 The Buyer acknowledges that it has not relied in relation to the purchase of the Sale Shares on, or been induced to enter into this Agreement by, any information (written or oral), statements or warranties or representations of any description made, supplied or given by the Seller or any other person in relation to the Company or otherwise. Without prejudice to the foregoing, the Buyer irrevocably and unconditionally waives any right it might have to claim damages, or rescind this Agreement, for misrepresentation. This clause 5.3 does not exclude liability for any fraudulent, dishonest or criminal act or omission.
- 5.4 All of the provisions of this Agreement shall remain in full force and effect notwithstanding Completion (except insofar as they set out obligations which have been fully performed at Completion).
- 5.5 This Agreement may be executed in one or more counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument.

5.6 This Agreement shall be governed by and construed in accordance with English law.

SIGNED by)
for and on behalf of)
STERLING COMMERCE (SOUTHERN), INC)



SIGNED by)
for and on behalf of)
STERLING COMMERCE (UK) LIMITED)



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