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[STEP 10]

Document 18A

DATED 16th July, 1998

Carterhouse Group Plc

and

GE Capital Information Technology Solutions (UK) Plc

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INTRA-GROUP  
SHARE PURCHASE AGREEMENT

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Slaughter and May  
35 Basinghall Street  
London EC2V 5DB  
(CFIS/JBAW/JDPC)

CD981720.056



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THIS AGREEMENT is made on 16th July, 1998

BETWEEN:-

1. CARTERHOUSE GROUP PLC of Edward Way, Burgess Hill, West Sussex RH15 9ND (registered in England No. 2653161) (the "Seller")

AND

2. GE CAPITAL INFORMATION TECHNOLOGY SOLUTIONS (UK) PLC of Edward Way, Burgess Hill, West Sussex RH15 9UD (registered in England No. 1696779) (the "Purchaser")

WHEREAS:-

- A. Systems International Limited of 2 Blakesware Manor, Wareside, Herts SG12 7RD is registered in England with number 2153626 with an authorised share capital of £1000 divided into 1000 ordinary shares of £1 each, of which 101 ordinary shares are in issue.
- B. The Seller has agreed to sell and the Purchaser has agreed to purchase the Shares (as defined in this agreement) on the terms and subject to the conditions of this agreement.

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

"Shares" means 101 issued shares of £1 each in the capital of Systems International Limited.

1.2 In this agreement, unless otherwise specified:-

- (A) references to clauses and sub-clauses are to clauses and sub-clauses 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;
- (C) the expressions "subsidiary" and "subsidiary undertaking" shall have the meaning given in the Companies Act 1985 (as amended); and

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

## 2. Sale and Purchase

- 2.1 The Seller shall sell 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 2,394,831 ordinary shares of £1 each in the capital of the Purchaser in accordance with clause 4 (Completion).

## 4. Completion

- 4.1 Completion shall take place immediately after signature of this agreement at the offices of Slaughter and May, 35 Basinghall Street, London EC2V 5DB.
- 4.2 At Completion:-
- (A) the Seller shall deliver to the Purchaser a Declaration of Trust in favour of the Purchaser (duly executed by the Seller in a form previously approved by the Purchaser) in respect of the Shares (by which the Purchaser shall become beneficially entitled to the Shares) and share certificates for the Shares in the name of the Seller; and
- (B) on receipt of the Declaration of Trust and share certificates referred to in sub-clause 4.2(A), the Purchaser shall issue to the Seller 2,394,831 ordinary shares of £1 each and give to the Seller a duly executed share certificate in respect of such shares.

## 5. Seller's Warranties

- (A) The Seller is the sole beneficial owner of the Shares.
- (B) 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. Further Assurance

This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute but one and the same instrument.

## 7. Counterparts

At or following Completion, the Seller shall execute or provide all such further documents and do all such further acts and things as may be reasonably required by the Purchaser (including without limitation the delivery of duly executed and stamped share transfer forms transferring the title to the Shares) for transferring or vesting in the Purchaser the legal and beneficial ownership of the Shares in order to give full and proper effect to this agreement.

## 8. Choice of Governing Law

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

### SIGNATURES

For and on behalf of	)	
CARTERHOUSE GROUP	)	
PLC	)	J. GOLDING

For and on behalf of	)	
GE CAPITAL INFORMATION	)	
TECHNOLOGY SOLUTIONS PLC	)	J. GOLDING

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PLC



For and on behalf of  
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TECHNOLOGY SOLUTIONS PLC  
(UK)

