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DATED <sup>26<sup>th</sup></sup> FEBRUARY 1999

IGE USA INVESTMENTS

and

IGE USA GROUP LIMITED

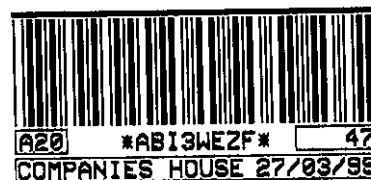
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Agreement for the sale and purchase of 44,800 ordinary shares in  
International General Electric (USA) Limited

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Slaughter and May  
35 Basinghall Street  
London EC2V 5DB

(CFIS/NLW)



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THIS AGREEMENT is made the 26<sup>th</sup> day of February, 1999

BETWEEN:

- (1) IGE USA INVESTMENTS (incorporated in registered in England and Wales No. 3255766) (the "Seller"); and
- (2) IGE USA GROUP LIMITED (registered in England and Wales No. 3053570) (the "Purchaser").

WHEREAS:

- (A) The Seller is the beneficial owner of 44,800 ordinary shares in the capital of International General Electric (USA) Limited (registered in England and Wales No. 1764221) (the "Company") (together the "Shares").
- (B) The Seller proposes to sell, and the Purchaser to purchase, all of the Shares on the terms of this Agreement.



NOW THEREFORE IT IS HEREBY AGREED as follows:

1.
  - (A) The Seller shall sell, and the Purchaser shall purchase, all of the Shares together with all rights of whatsoever nature attached or accruing to such Shares at the date hereof.
  - (B) The Seller has the right to transfer or procure the transfer of the legal and beneficial title to the Shares.
  - (C) The Shares shall when sold or assigned hereunder be free from all charges and encumbrances and from all other rights exercisable by or claims by third parties.
  - (D) The Seller waives all rights of pre-emption over any of the Shares conferred upon it by the articles of association of the Company or in any other way and undertakes to take all steps necessary to ensure that any rights of pre-emption over any of the Shares are waived.
  - (E) For the avoidance of doubt, Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply for the purposes of this Clause.
2. The consideration for the sale of the Shares hereunder shall be the allotment to the Seller by the Purchaser of 44,800 new Ordinary shares of £1 each in the capital of the Purchaser (together, the "Consideration Shares"), credited as fully paid.
3.
  - (A) Completion of the sale and purchase pursuant to sub-clause (A) of Clause 1 above ("Completion") shall take place at such offices as the

parties may agree immediately after each of the parties has entered into this Agreement.

(B) At Completion:

- (i) the Seller shall deliver to the Purchaser a Declaration of Trust (duly executed by the Seller in the form previously approved by the Purchaser) by which the Purchaser shall become beneficially entitled to the 44,800 ordinary shares in the Company;
  - (ii) the Seller shall deliver up or make available to the Purchaser the share certificates for all the Shares; and
  - (iii) the Purchaser shall issue the Consideration Shares (and the Purchaser shall procure that within sixty days of completion the Seller is provided with a stock certificate or certificates evidencing its ownership of the Consideration Shares).
4. 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 legal 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.
  5. This Agreement and any other documents to be executed pursuant hereto (together the "Documents") constitute the whole and only agreement between the parties relating to the subject matter hereof. The Documents supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto (together the "Prior Agreements") and each party acknowledges that in entering into this Agreement on the terms set out herein it is not relying upon any Prior Agreement made or given by any person prior to the execution of this Agreement which is not expressly set out in the Documents. Neither of the parties shall have any right of action against any other party to this Agreement arising out of or in connection with any Prior Agreement (except in the case of fraud).
  6. Each party shall bear its own costs and expenses in connection with the preparation and implementation of this Agreement.

7. This Agreement shall be governed by and construed in all respects in accordance with English law.

AS WITNESS the hands of the duly authorised representatives of the parties the day and year first above written.

SIGNED by

for and on behalf of  
IGE USA INVESTMENTS  
in the presence of:

*[Handwritten signature]*

SIGNED by

for and on behalf of  
IGE USA GROUP LIMITED  
in the presence of:     )

Amelz A. Giron  
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