

DATED 9 APRIL 1999

VIRTUAL INTERNET PROVIDER LIMITED

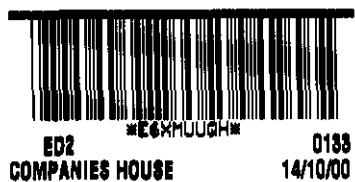
and

AFFINITY INTERNET HOLDINGS PLC

SHARE FOR SHARE EXCHANGE

Hammond Suddards
Trinity Court
16 John Dalton Street
Manchester
M60 8HS

Tel : 0161 830 5000
Fax : 0161 830 5001



THIS AGREEMENT is made on 9 April 1999

BETWEEN:

- (1) **THE PERSONS** whose names are set out in column 1 of the Schedule hereto (collectively "the Vendors" which expression shall include their respective legal personal representatives and successors in title from time to time); and
- (2) **AFFINITY INTERNET HOLDINGS PLC** (Registered in England No. 3681853) whose Registered Office is at Victoria House, 64 Paul Street, London EC2A 4NA ("the Purchaser").

RECITALS:

- (A) **VIRTUAL INTERNET PROVIDER LIMITED** (the "Company") was incorporated in England as a private company limited by shares on 3 July 1997 under the Companies Act 1985 (Registered in England No. 3396810) and has at the date hereof an authorised share capital of £1,000,000 divided into "A" Ordinary Shares of 10p each 655,166 of which are issued and fully paid (the "A Shares") and "B" Ordinary Shares of 10p each 377,962 of which are issued and fully paid (the "B Shares") (together, the "Shares").
- (B) **AFFINITY INTERNET HOLDINGS PLC** was incorporated in England as a public limited company on 10 December 1998 under the Companies Act 1985 (Registered in England No. 3681853) and has at the date hereof an authorised share capital of £5,000,000 divided into 50,000,000 ordinary shares of 10p each, 500,000 of which (the "Subscriber Shares") are issued and held by Terence Plummer and Wayne Lochner (together the "Subscribers"). The Subscriber Shares are paid up as to 2.5p each by, the Subscribers.
- (C) Each of the Vendors is the beneficial owner of the number of the "A" Shares specified opposite their respective names in column 2 of the Schedule hereto and the number of the "B" Shares specified opposite their respective names in column 3 of the Schedule hereto.
- (D) Each of the Vendors desires to sell and the Purchaser is willing to purchase the Shares for the consideration and upon the terms and subject to the conditions hereinafter contained and each of the Vendors has the right power and authority to sell and transfer the Shares free from any claims, charges, liens and encumbrances, equities or other adverse rights of any description.

IT IS HEREBY AGREED as follows:

1. SALE OF SHARES

- 1.1 Each of the Vendors shall, with full title guarantee in accordance with Clauses 2 and 3 hereof, sell to the Purchaser the number of the "A" Shares set opposite their respective names in column 2 of the Schedule and the number of "B" Shares set out opposite their respective names in column 3 of the Schedule and the Purchaser shall purchase the Shares free from all liens, charges, encumbrances, equities and adverse rights of any description and with the benefit of all present and future rights whether as to dividends, capital, voting or otherwise (including rights to any dividend or other distribution declared, paid or made on or after the date hereof).
- 1.2 Each of the Vendors hereby consents to the sale to the Purchaser by the other or others of them of their respective holdings of the Shares notwithstanding anything to the contrary contained in the Articles of Association of the Company and each of the Vendors hereby

irrevocably waives all and any pre-emption or similar rights in respect of the Shares to which he is/they are entitled and/or compliance by the directors with any pre-emption procedure under the said Articles of Association.

2. CONSIDERATION

- 2.1 The consideration for the Shares shall be satisfied by the allotment and issue by the Purchaser of such number of Ordinary Shares of 10 pence each in the capital of the Purchaser credited as fully paid (the "Consideration Shares") to each of the Vendors as is set out in column 4 of the Schedule against the name of the relevant Vendor.
- 2.2 Additionally, in relation to the Subscribers only, in consideration of the sale by them of the shares in the Company they own, the liability of the Subscribers to account for the unpaid sums due on the Subscriber Shares shall be treated as satisfied.

3. COMPLETION

- 3.1 Completion shall take place immediately after the signature of this Agreement whereupon:
- (a) each of the Vendors shall cause to be delivered to the Purchaser share transfers into the names of the Purchaser or its nominees in respect of the number of "A" Shares set opposite their respective names in column 2 of the Schedule and the number of "B" Shares set out opposite their respective names in column 3 of the Schedule duly executed by him or on his behalf and accompanied by the relevant share certificate(s);
 - (b) the Vendors shall procure that the transfers mentioned in sub-clause (A) of this clause shall be approved for registration (subject to their being presented duly stamped) and that the Purchaser or its nominees shall be entered in the register of members of the Company as the registered holder(s) of the Shares; and
 - (c) all minute books, share registers and other statutory books (duly written up to date), the common seal and share certificate books, Certificate of Incorporation, and copies of the Memorandum and Articles of Association of the Company shall be delivered to the Purchaser.
- 3.2 The Purchaser shall cause to be delivered to the Vendors share certificates for the number of Consideration Shares set against their respective names in column 4 of the Schedule hereto as soon as practicable.

4. COSTS

The Purchaser will pay any legal and accountancy fees and expenses and any stamp duty arising as a result of and incidental to the preparation and implementation of this Agreement.

5. GENERAL PROVISIONS

- 5.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall entirely supersede all agreements, negotiations, statements of intent, warranties or representations whether written or oral made or given prior to the signing hereof.
- 5.2 The Purchaser hereby acknowledges and declares that it has not entered into this Agreement in reliance upon any statements, representations, undertakings, warranties or information.

- 5.3 This Agreement shall be binding on and enure for the benefit of the personal representatives and successors in title of the parties but shall not be assignable.
- 5.4 This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same agreement and any of the parties hereto may execute this Agreement by signing such a counterpart.
- 5.5 Each of the parties hereto undertakes with the other or others of them to do, execute, perform or procure to be done executed or performed all such further acts, deeds, documents and things as such other or others of them may reasonably require to give effect to this Agreement and effectively to vest the beneficial ownership of the Shares in the Purchaser and/or its nominees free from all liens, charges and other encumbrances.
- 5.6 Each of the Vendors hereby grants to the Purchaser power of attorney in relation to the exercise of all rights attaching to the Shares pending registration of share transfers to be delivered pursuant to Clause 3.1(a). Each of the Vendors undertakes and agrees with the Purchaser that until the Shares have been registered in the name of the Purchaser or its nominees in the register of members of the Company each of them will hold the legal interest in the Shares registered in their respective names as trustee for the Purchaser.

6. NOTICE

Any notice pursuant to this Agreement shall be in writing signed by (or by some person duly authorised by) the person giving it and may be served by leaving it at or sending it by pre-paid Recorded Delivery or Registered Post to, in the case of a notice to be served on any of the Vendors, the Registered Office of the Company or such other address or addresses as shall be notified to the Purchaser from time to time or, in the case of a notice to be served on the Purchaser, to its Registered Office for the time being. Any notice so served shall if delivered by hand be deemed to have been served when actually received by or on behalf of the person to be served and if sent by post, be deemed to have been served 48 hours after it was posted and in proving service by post it shall be sufficient to prove that the envelope containing the same was correctly addressed and posted.

7. LAW

This Agreement shall be governed by and construed in all respects in accordance with English Law and the parties hereby irrevocably submit to the exclusive jurisdiction of the High Court of Justice in England.

AS WITNESS this Agreement has been executed to take effect as a deed by or on behalf of the parties on the date shown on the first page.

SCHEDULE

(1) Names of Vendors	(2) "A" Shares	(3) "B" Shares	(4) The Consideration Shares
Wayne Lochner	325,000	86,778	5,444,029
Terence Plummer	325,000	86,778	5,444,029
Plumloch Investments Ltd		51,656	714,294
Softbank Services Ltd		25,183	348,228
Robert Southward		29,568	408,864
Allan Redfern		14,784	204,432
George Hurleston		14,784	204,432
Mark Shipsey		29,568	408,864
Peter Cole		14,784	204,432
Gerry Ceclich		7,391	102,202
Stuart Barker		7,391	102,202
Terri Young		2,066	28,568
Alex Castagnetti		2,066	28,568
Thomas Brundage		2,066	28,568
Steve Wood		1,033	14,284
Daniel Quill		1,033	14,284
Kevin Price		1,033	14,284
John Udeagbala	5,166	NIL	71,436
	655,166	377,962	13,786,000
		1,033,128	13,786,000

SIGNED AS A DEED by WAYNE)
LOCHNER in the presence of:)

P.W. Cole.

P.W. COLE.

W Lochner

SIGNED AS A DEED by TERENCE)
PLUMMER in the presence of:)

P.W. Cole.

P.W. COLE.

T Plummer

SIGNED AS A DEED by WAYNE)
LOCHNER for and on behalf of)
PLUMLOCH INVESTMENTS LTD)
in the presence of:

P.W. Cole.

P.W. COLE.

W Lochner

SIGNED AS A DEED by PETER)
COLE. for and on behalf of)
~~SOUTHWAY SERVICES LIMITED~~)
~~in the presence of:~~ PROFESSIONAL)
SUPPORT CENTRE LIMITED)
in the presence of:

S.P. Barker

S.P. BARKER

P.W. Cole

SIGNED AS A DEED by ROBERT)
SOUTHWARD acting by ~~duly~~)
~~authorised attorney~~ in the presence of:)

P.W. Cole.

P.W. COLE.

R Southward

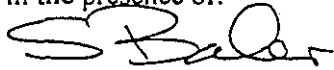
SIGNED AS A DEED by ALLAN)
REDFERN acting by ~~duly authorised~~)
~~attorney~~ in the presence of:)

P.W. Cole.

P.W. COLE.

A Redfern

SIGNED AS A DEED by MARK)
SHIPSEY acting by duly authorised)
attorney in the presence of:)



S. BARKER

P. W. Cole.

SIGNED AS A DEED by PETER)
COLE in the presence of:)




V. MADDISON

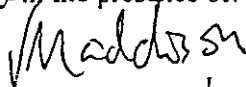
P. W. Cole.

SIGNED AS A DEED by GERRY)
CECLICH acting by duly authorised)
attorney in the presence of:)

S. BARKER.

 P. W. Cole

SIGNED AS A DEED by STUART)
BARKER acting by duly authorised)
~~attorney~~ in the presence of:)



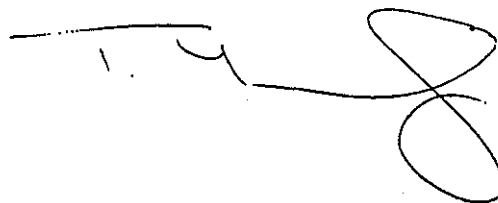
V. MADDISON



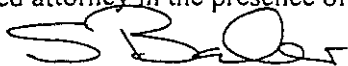
SIGNED AS A DEED by TERRI)
YOUNG acting by ~~duly authorised~~)
~~attorney~~ in the presence of:)

P. W. Cole.

P. W. COLE.



SIGNED AS A DEED by ALEX)
CASTAGNETTI acting by duly)
authorised attorney in the presence of:)



S. BARKER

P. W. Cole.

SIGNED AS A DEED by THOMAS)
BRUNDAGE acting by duly)
~~authorised attorney~~ in the presence of:)

P. W. Cole

P. W. COLE.

Thomas G. Brundage

SIGNED AS A DEED by STEVEN)
WOOD acting by duly authorised)
attorney in the presence of:)

S. Barker

S. BARKER

P. W. Cole

SIGNED AS A DEED by DANIEL)
QUILL acting by duly authorised)
attorney in the presence of:)

S. Barker

S. BARKER

P. W. Cole

SIGNED AS A DEED by KEVIN)
PRICE acting by duly authorised)
attorney in the presence of:)

S. Barker

S. BARKER

P. W. Cole

SIGNED AS A DEED by JOHN)
UDEAGBALA acting by duly)
authorised attorney in the presence of:)

S. Barker

S. BARKER

P. W. Cole

SIGNED AS A DEED by WAYNE)
LOCHNER duly authorised representative)
for and on behalf of AFFINITY)
INTERNET HOLDINGS PLC in the)
presence of:)

P. W. Cole

P. W. COLE.

S. Barker
(S. P. BARKER)