

4589882

CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL

Baker & McKenzie
BAKER & MCKENZIE

SOLICITORS

100 NEW BRIDGE STREET

LONDON

EC4V 6JA

14/2/03

DATED 17 JANUARY 2003

- (1) COOPER CAMERON (LUXEMBOURG) SARL**
- (2) COOPER CAMERON HOLDING (U.K.) LIMITED**

SHARE PURCHASE AGREEMENT



**Baker & McKenzie
100 New Bridge Street
London EC4V 6JA**

**Tel: (020) 7919 1000
Fax: (020) 7919 1999
Ref: GS/NMXC**

DATE: 17 January 2003

PARTIES:

- (1) **COOPER CAMERON (LUXEMBOURG) SARL**, a company incorporated in Luxembourg and whose registered office is at 73, côte d'Eich, L-1450 Luxembourg, Grand Duchy of Luxembourg (the "Seller"); and
- (2) **COOPER CAMERON HOLDING (U.K.) LIMITED**, a company incorporated in England and Wales with registration number 4589882 and whose registered office is at 100 New Bridge Street, London, EC4V 6JA (the "Buyer").



RECITALS:

- A. The Seller is the beneficial owner of the Sale Shares (as defined below).
- B. The Seller has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Seller, the Sale Shares, on the terms of this Agreement.

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:

"Consideration Shares"	1,000 ordinary shares of £1 each in the capital of the Buyer;
"Loan Note"	the loan note in the form agreed between Buyer and Seller;
"Sale Shares"	the shares in Cooper Cameron (U.K.) Limited, Cameron France S.A.S and Cooper Cameron Holding B.V., details of which are set out in the Schedule.

- 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 satisfied as follows:

- 3.1 by the issue and allotment by the Buyer to the Seller of the Consideration Shares credited as fully paid; and

3.2 by the issue by the Buyer to the Seller of the Loan Note.

4. **Completion**

Completion shall take place immediately following the execution of this Agreement and/or at a date specified by the Buyer when all of the following shall take place:

- 4.1 the Seller shall deliver to the Buyer such instruments and documents customary or necessary to transfer the Sale Shares to the Buyer;
- 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; and
- 4.3 the Buyer shall issue and deliver the Loan Note to the Seller.

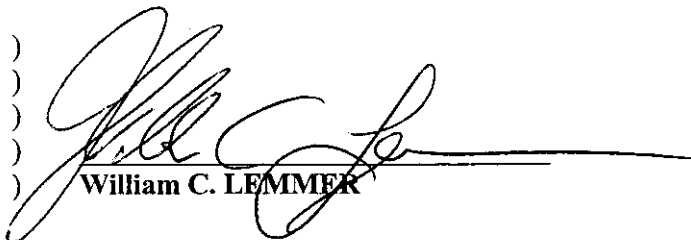
5. **General**

- 5.1 This Agreement shall be binding upon and enure for the benefit of any successors and assignees of the parties.
- 5.2 Save as expressly provided in clause 5.1 a person who is not a party to this Agreement shall not have or acquire any right to enforce any term of this Agreement (including but not limited to any right to enforce or have the benefit of any exclusion or limitation of liability contained in this Agreement). This clause shall override any other clause in this Agreement which is or may be inconsistent with it.
- 5.3 This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties to this Agreement.
- 5.4 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 Sale Shares 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 5.4 does not exclude liability for any fraudulent, dishonest or criminal act or omission.
- 5.5 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).
- 5.6 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.
- 5.7 This Agreement shall be governed by and construed in accordance with English law.

SCHEDULE

<u>Company</u>	<u>Shares</u>
Cooper Cameron (U.K.) Limited	83,000 ordinary shares of £1 each
Cameron France S.A.S	85,420 shares of €15.30 each.
Cooper Cameron Holding B.V.	20,042 shares of €22.68901 each

SIGNED
for and on behalf of
COOPER CAMERON
(LUXEMBOURG) SARL

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William C. LEMMER

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