

DATED

3 October

2003

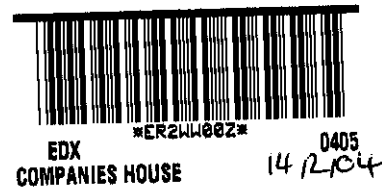
CUS 2986.5

TRADER MEDIA CORPORATION LIMITED

- and -

TRADER MEDIA 2003 LIMITED

SHARE SALE AGREEMENT



WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

Lovells

LOVELLS
ATLANTIC HOUSE
HOLBORN VIADUCT
LONDON EC1A 2FG

Lovells

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NEW YORK
JAN 10 1964

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BETWEEN:-

- (1) **TRADER MEDIA CORPORATION LIMITED**, a company incorporated under the laws of England and Wales with registered number 03592155 and whose registered office is at Unit 6, Thatcham Business Village, Colthrop Way, Thatcham, Berkshire, RG19 4LW (the "**Seller**"); and
- (2) **TRADER MEDIA 2003 LIMITED**, a company incorporated under the laws of England and Wales with registered number 04829865 and whose registered office is at Unit 6, Thatcham Business Village, Colthrop Way, Thatcham, Berkshire, RG19 4LW (the "**Buyer**").

WHEREAS

The Seller wishes to dispose of its entire shareholdings in both Trader Publishing Limited and Trader Media Holdings Limited being companies incorporated under the laws of England and Wales with registered numbers 3909628 and 1279747 respectively and the Buyer wishes to acquire such shares, in consideration of which the Buyer will pay cash and issue and new shares to the Seller.

IT IS AGREED as follows:-**1. INTERPRETATION****1.1 In this Agreement, unless the context otherwise requires:-**

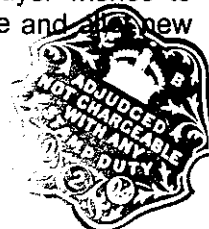
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|-------------------------------|---|
| "Completion" | means completion of the sale and purchase of the Transfer Shares in accordance with this Agreement; |
| "Consideration Shares" | means 707,808,003 ordinary shares of £0.10 each in the capital of the Buyer to be allotted and issued credited as fully paid up to the Seller and ranking pari passu with the existing ordinary shares in the capital of the Buyer; and |
| "Transfer Shares" | means the entire issued share capitals of Trader Publishing Limited (being 210,533,602 ordinary shares of £1 each) and Trader Media Holdings Limited (being 100 shares of £1 each). |

1.2 In this Agreement, unless the context otherwise requires, references to a Clause are references to a clause of this Agreement.**1.3 The headings to the Clauses are for convenience only and shall not affect the interpretation of this Agreement.****2. TRANSFER OF THE TRANSFER SHARES**

The Seller agrees to transfer with full title guarantee and the Buyer agrees to accept the transfer of:

- (a) the legal title to the Transfer Shares; and
- (b) the beneficial title to the Transfer Shares,

in each case free of any encumbrance and with all rights now or hereafter attaching to them including all dividends and distributions declared, made or paid in respect of the Transfer Shares on or after Completion.



3. CONSIDERATION

The consideration for the transfer of:

- (a) the legal title to:
 - (i) the 210,533,602 ordinary shares of £1 each in Trader Publishing Limited shall be £1; and
 - (ii) the 100 ordinary shares of £1 each in Trader Media Holdings Limited shall be £1;
- (b) the beneficial title to the Transfer Shares shall be the issue by the Buyer to the Seller of the Consideration Shares (which shall be taken for this purpose at the value of £1 per share).

4. COMPLETION

4.1 At Completion the Seller shall deliver to the Buyer:

- (a) a duly executed deed of beneficial transfer of the Transfer Shares to the Buyer; and
- (b) duly executed transfers of the Transfer Shares to the Buyer or as it directs, together with the share certificates for all of the Transfer Shares (or an indemnity in a form satisfactory to the Buyer in the case of any missing certificate).

4.2 At Completion the Buyer shall:

- (a) pay £2 to the Seller in cash; and
- (b) issue and allot the Consideration Shares to the Seller and deliver to the Seller duly executed share certificates in respect of them in the Seller's name.

4.3 Pending registration of the transfers of the Transfer Shares the Seller undertakes to exercise all voting and other rights attaching to the Transfer Shares as directed by the Buyer and on request to appoint such person as the Buyer may nominate as the Seller's proxy or attorney to exercise such rights.

SIGNED by or on behalf of the parties on the date which first appears in this Agreement.

SIGNED

by *Graham Luff, director*
for and on behalf of

TRADER MEDIA CORPORATION LIMITED

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SIGNED

by *Gian Murchend, director*
for and on behalf of

TRADER MEDIA 2003 LIMITED

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