

5869563

DATED 7th August 2006

- (1) GARY SMITH AND OTHERS
- (2) BRANDED CONTENT LIMITED

SHARE SALE AGREEMENT

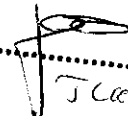
relating to
the sale of the entire issued share capital of
BRANDED ENTERTAINMENTS LIMITED

We hereby certify this is a true and
complete copy of the original

MARRIOTT HARRISON

SOLICITORS

12 Great James Street
London WC1N 3DR


J. Callaghan-Smith
Solicitor

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HARRISON**
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THIS AGREEMENT is made the 7th day of August 2006

BETWEEN

- (1) **THE PERSONS** whose names and addresses are set out in Schedule 1 (collectively the "**Vendors**" and severally a "**Vendor**");
- (2) **BRANDED CONTENT LIMITED** a company registered in England under the number 5869563 and whose registered office is at 22 Soho Square, London W1D 4NS (the "**Purchaser**");

WHEREAS:

- (A) The Company is a private company limited by shares incorporated under the Companies Act 1985 to 1989 and further particulars of the Company are set out in Schedule 2
- (B) Details of the Vendors and the Ordinary Shares held by them respectively are set out in Schedule 1
- (C) The Vendors wish to sell and the Purchaser wishes to purchase a total of 4,750,000 Ordinary Shares subject to the terms and conditions of this Agreement

WHEREBY IT IS AGREED as follows:-

1 Interpretation

- 1.1 The schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the schedules.

- 1.2 In this Agreement:-

"Business Day"	means a day, not being a Saturday or Sunday, on which banks are open for business in the City of London;
"Companies Acts"	means the Companies Act 1985 and the Companies Act 1989;
"Company"	means Branded Entertainments Limited, basic information concerning which is set out in Schedule 2;
"Completion"	means completion of the sale and purchase of the Ordinary Shares pursuant to this Agreement;
"Consideration Shares"	means ordinary shares of 1 pence each in the capital of the Purchaser;
"Ordinary Shares"	means ordinary shares of 4,750,000 each in the capital of the Company;
"Security Interest"	means any mortgage, charge or pledge or any other encumbrance, estate, interest or segregation of assets (including any lien, right of pre-emption, third party right, right of set-off, right of counterclaim, title retention and any other preferential right, agreement or arrangement having similar effect) affecting all or any part of the assets of any person.

1.3 Unless the context otherwise requires, in this Agreement:-

- 1.3.1 words and expressions defined in the Companies Acts shall bear the same meanings save that references to a "**company**" shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- 1.3.2 references to any statute or statutory provision shall include any statute or statutory provision which amends or replaces, or has amended or replaced, it, and vice versa, and shall include any subordinate legislation made under the relevant statute;
- 1.3.3 references to any English legal term for an action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
- 1.3.4 references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- 1.3.5 references to "**indemnify**" and "**indemnifying**" any person against any circumstance include indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments, costs or expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
- 1.3.6 any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done if it is within the power of the relevant person to prevent that thing being done;
- 1.3.7 references to the masculine gender include the feminine and vice versa. Similarly references to the singular include the plural and vice versa;
- 1.3.8 the rule known as the ejusdem generis rule shall not apply to this Agreement and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.3.9 general words in this Agreement shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- 1.3.10 references to persons shall include bodies corporate, unincorporated associations and partnerships.

1.4 Headings are for convenience only and shall not affect the construction of this Agreement.

2 Sale and Purchase

- 2.1 Each of the Vendors agrees to sell with full title guarantee (save that Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply) and the Purchaser agrees to purchase the Ordinary Shares free from all claims, liens, charges, encumbrances and equities and together with all rights attached or accruing to or in respect of the Ordinary Shares. Each of the Vendors confirms that he has the right to transfer legal and beneficial title to the Ordinary Shares set opposite his name in the third column of Schedule 1.

- 2.2 The Purchaser shall be entitled to exercise all rights attached to or accruing to the Ordinary Shares including, without limitation, the right to receive all dividends, distributions or any return of capital declared, paid or made by the Company on or after the date of this Agreement.
- 2.3 Each of the Vendors waives all rights of pre-emption over any of the Ordinary Shares conferred upon him by the Articles of Association of the Company or in any other way.
- 2.4 Each of the Vendors covenants to the Purchaser that he has and will have full power and authority to enter into and perform this Agreement and each of the documents to be executed by him and delivered at Completion, each of which constitute or when executed will constitute binding obligations on him.
- 2.5 Each of the Vendors covenants to the Purchaser that:-
- 2.5.1 the Ordinary Shares set opposite his name in the third column of Schedule 1 are fully paid;
- 2.5.2 there is no Security Interest on, over or affecting the Ordinary Shares set opposite his name in the third column of Schedule 1 and at Completion there will be no Security Interest on, over or affecting such Ordinary Shares and there is no agreement or arrangement to give or create any such Security Interest and no claim has been made by any person to be entitled to any of the foregoing;
- 2.5.3 he is, and will at Completion be, entitled to transfer the full legal and beneficial ownership of the Ordinary Shares set opposite his name in the third column of Schedule 1 to the Purchaser on the terms of this Agreement without the consent of any third party; and
- 2.5.4 he is not bankrupt, has not proposed a voluntary arrangement with his creditors, nor has he made or proposed any arrangement or composition with his creditors or any class of his creditors.
- 2.6 Each of the covenants in Clauses 2.4 and 2.5 is subject to no qualification whatsoever and no letter, document or other communication shall be deemed to constitute disclosure for the purpose of the covenants contained in Clauses 2.4 and 2.5 and each Vendor hereby agrees to indemnify and keep indemnified the Purchaser against any breach by such Vendor of any of his covenants in Clauses 2.4 and 2.5.

3. **Consideration**

The consideration for the sale of the Ordinary Shares sold by each Vendor shall be the issuing by the Purchaser of the number of Consideration Shares set opposite the name of such Vendor in the fourth column of Schedule 1 credited as fully paid.

4. **Completion**

- 4.1 Completion shall take place at the offices of Marriott Harrison, 12 Great James Street, London WC1N 3DR immediately after signature of this Agreement.
- 4.2 At Completion the Vendors shall deliver to the Purchaser duly executed transfers in respect of the Ordinary Shares in favour of the Purchaser or such person as the Purchaser may nominate and share certificates for the Ordinary Shares in the names of the relevant transferors.

4.3 The Purchaser shall not be obliged to complete this Agreement unless each Vendor complies fully with the requirements of Clause 4.2. This Clause shall not limit the rights of the Purchaser under any other Clause of this Agreement.

4.4 The Purchaser shall not be obliged to complete this Agreement unless the purchase of all the Ordinary Shares is completed simultaneously in accordance with this Agreement.

5. **Effect of Completion**

Any provision of this Agreement and any other documents referred to in it which is capable of being performed after but which has not been performed at or before Completion and all covenants, indemnities and other undertakings contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Completion.

6. **Remedies and Waivers**

6.1 No delay or omission by any party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement or any other documents referred to in it shall:

6.1.1 affect that right, power or remedy; or

6.1.2 operate as a waiver thereof.

6.2 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

6.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

7. **Further Assurance**

Each of the Vendors shall from time to time at its own cost, on being required to do so by the Purchaser, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of all such deeds and documents as the Purchaser may reasonably require for perfecting the transactions intended to be effected under or pursuant to this Agreement and securing to the Purchaser the full benefit of the rights, powers and remedies conferred on the Purchaser in this Agreement.

8. **Entire Agreement**

This Agreement in the form signed by each of the parties constitutes the entire agreement between the parties relating to the sale and purchase of the Ordinary Shares. No party has relied on any representation made by any other party or any other person except for any representation expressly set out in this Agreement save that this Clause shall not limit liability for fraudulent misrepresentation. No future variation shall be effective unless made in writing and signed by each of the parties.

9. **Notices**

9.1 A notice under this Agreement shall only be effective if it is in writing.

9.2 Notices under this Agreement shall be sent to a party at its address as set out in this Agreement Provided further that a party may change its notice details on giving notice to the other parties of the change in accordance with this Clause. That notice shall only be effective on the day falling five clear Business Days after

the notification has been received or such later date as may be specified in the notice.

- 9.3 Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:-

9.3.1 if delivered personally, on delivery;

9.3.2 if sent by first class post, two clear Business Days after the date of posting.

- 9.4 Any notice given under this Agreement outside the hours of 9.30 am to 5.30 pm on a working day in the place to which it is addressed shall be deemed not to have been given until 9.30am on the next working day in such place.

10. **Announcements**

No announcement concerning the sale of the Ordinary Shares or any ancillary matter shall be made by the Vendors without the prior written approval of the Purchaser.

12. **Counterparts**

- 12.1 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.

- 12.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

13. **Third Parties**

Save as provided below, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") to enforce any term of this Agreement, but this shall not affect any right or remedy of a third party which exists or is otherwise available apart from the Act.

14. **Costs and Expenses**

Save as otherwise stated in this Agreement, each party shall pay its own costs and expenses in relation to the negotiations leading up to the sale of the Ordinary Shares and to the preparation, execution and carrying into effect of this Agreement and of all other documents referred to in it.

15. **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English law. The Courts of England are to have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

AS WITNESS whereof this Agreement has been signed by or on behalf of the parties the day and year first before written.

SCHEDULE 1

Ownership of the Shares

Name and address of, and numbers of Ordinary Shares registered in the name of, and beneficially owned by, each of the Vendors and the number of Consideration Shares to be issued to each of them respectively.

<u>Name</u>	<u>Address</u>	<u>No. of Ordinary Shares</u>	<u>No. of Consideration Shares</u>
Gary Smith	10 Farquhar Road, Birmingham B15 3RB	1,600,000	1,599,999
Stephen Barclay	71 Raynham Norfolk Crescent London W2 2PQ	50,000	50,000
Pershing Keen Nominees Limited	Capstan House, 1 Clove Crescent, London E14 2BH	35,000	35,000
Anthony Laiker	Salisbury House, London wall, London EC2M 5QQ	15,000	15,000
Hythe Securities Limited	Hythe House, 337 City Road, London EC1V 1LJ	100,000	100,000
Sasha Dein	1 Spencer Place, London N1 2AX	25,000	25,000
Chris Akers	22a Launceston Place, London W8 5RL	450,000	450,000
Tigerhawk Limited	20 Marlborough Place, London NW8 0PA	450,000	450,000
Addworth plc	126 Aldersgate Street, London EC1A 4JQ	1,250,000	1,250,000
Billy Hurman	Flat 16, Sydney House, Woodstock Road, LondonW4 1DP	50,000	50,000
Andrew Brown	67 Newlands Terrace, 151 Queenstown Road,	50,000	50,000

	London SW8 3RN		
Denise Bridgeman	Basement Flat, 78 Overstone Road, London W6 0AB	25,000	25,000
Raymond Smith	76 Ramsgreave Drive, Blackburn BB1 8NB	100,000	100,000
Sylvia Smith	76 Ramsgreave Drive, Blackburn BB1 8NB	100,000	100,000
Mark Watson-Mitchell	88 Thomas More House, London EC2Y 8BU	125,000	125,000
Graham Silk	Old Well Cottage, Broome, Clent West Midlands DY9 0EZ	325,000	325,000

SCHEDULE 2

(Basic information concerning the Company)

1. Former Names: Three Strikes Limited
2. Date & Place of Incorporation: 9 February 2005
3. Registered Number: 5358657
4. Authorised Share Capital: £100,000 divided into 10,000,000 shares
5. Issued Share Capital: £47,500 divided into 4,750,000 shares
6. Directors:

<u>Full Name</u>	<u>Usual Residential Address</u>	<u>Nationality</u>
Edward Atkinson	Rose Cottage, Church Street, Old Heathfield, E Sussex TN21 9AJ	British
Alastair John Kennedy	49 Coval Road, East Sheen, London SW14 7RW	British
Gary Smith	10 Farquhar Road, Birmingham B15 3RB	British
Mark Watson-Mitchell	88 Thomas More House, London EC2Y 8BU	British

7. Secretary:

<u>Full Name</u>	<u>Usual Address</u>
Alastair John Kennedy	49 Coval Road, East Sheen, London SW14 7RW

8. Registered Office: 22 Soho Square
London W1D 4NS
9. Accounting reference date: 30 June

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12 GT JAMES ST
LONDON WC1N 3DN

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Shirley
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Wm. A.
AS ATTORNEY

[Signature]
AS ATTORNEY

W. H. H. H.
AS ATTORNEY

[Signature]
AP ATTORNEY

M. N. Watson-Mitchell

Signed by
BILLY HURMAN
in the presence of:

AS ABOVE

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)
AS ATTORNEY

Signed by
ANDREW BROWN
in the presence of:

AS ABOVE

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AS ATTORNEY

Signed by
DENISE BRIDGEMAN
in the presence of:

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AS ATTORNEY

Signed by
RAYMOND SMITH
in the presence of:

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AS ATTORNEY

Signed by
SYLVIA SMITH
in the presence of:

AS ABOVE

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AS ATTORNEY

Signed by
GRAHAM SILK
in the presence of:

AS ABOVE

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AS ATTORNEY

Signed by
MARK WATSON-MITCHELL
in the presence of:

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M. N. Watson-Mitchell