

6595315

CERTIFIED TO BE A TRUE COPY
SLAUGHTER AND MAY

Slaughter and May

DATED 28 May 2008

Infinis Acquisitions

and

Infinis Energy Holdings Limited

SHARE PURCHASE AGREEMENT

Slaughter and May
One Bunhill Row
London EC1Y 8YY

(JCXT/ADYS)

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06/06/2008

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COMPANIES HOUSE

THIS AGREEMENT is made as of **28** May 2008

BETWEEN

- 1 Infinis Acquisitions of First Floor, 500 Pavilion Drive, Northampton Business Park,
Northampton, Northamptonshire, NN4 7YJ (registered in England and Wales with No
04731536) (the "**Seller**")

AND

- 2 Infinis Energy Holdings Limited of First Floor, 500 Pavilion Drive, Northampton Business Park,
Northampton, Northamptonshire, NN4 7YJ (registered in England and Wales with No
6595315) (the "**Purchaser**")

WHEREAS

- A The Seller is the beneficial owner of 1 ordinary share in the capital of Infinis Energy Limited
(registered in England and Wales with No 06514229) (the "**Company**")
- B The Seller has agreed to sell and the Purchaser has agreed to purchase the Share (as defined
in this agreement) on the terms and subject to the conditions of this agreement

WHEREBY IT IS AGREED as follows

1 Interpretation

1 1 In this agreement

"Companies Acts" means the Companies Act 2006, the Companies Act 1985, the
Companies Consolidation (Consequential Provisions) Act
1985, the Companies Act 1989 and Part V of the Criminal
Justice Act 1993,

"Completion" means completion of the sale and purchase of the Share under
this agreement,

"Share" means 1 issued ordinary share of £1 in the capital of the
Company, and

"Consideration Share" 1 ordinary share of £1 in the capital of the Purchaser to be
allotted and issued credited as fully paid to the Seller in
consideration of the sale of the Share

1 2 In this agreement, unless otherwise specified

(A) references to clauses and sub-clauses are to clauses and sub-clauses of this
agreement,

(B) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted, and

(C) the expression "**subsidiary**" shall have the meaning given in the Companies Acts

1 3 All headings to clauses are for convenience only and do not affect the interpretation of this agreement

2. Sale and purchase

2 1 The Seller shall sell and the Purchaser shall purchase the Share free from all claims, liens, charges, encumbrances and equities and from all other rights exercisable by or claims by third parties and together with all rights attached or accruing to them at the date hereof

2 2 For the avoidance of doubt, Part 1 Law of Property (Miscellaneous Provisions) Act 1994 shall not apply for the purposes of this clause 2

3. Consideration

In consideration of the sale of the Share, the Purchaser shall upon Completion allot and issue to the Seller the Consideration Share, credited as fully paid

4. Completion

4 1 Completion shall take place immediately after signature of this agreement

4 2 At Completion

(A) the Seller shall

- (i) deliver a duly executed and stamped stock transfer form transferring the legal title to the Share,
- (ii) if so requested by the Purchaser, deliver a Declaration of Trust (duly executed by the Seller in a form previously approved by the Purchaser) to the Purchaser by which the Purchaser or such person as the Purchaser may nominate shall become beneficially entitled to the Share,
- (iii) if so requested by the Purchaser, deliver up or make available to the Purchaser the share certificates for the Share in the name of the relevant transferors, and
- (iv) if so requested by the Purchaser, deliver to the Purchaser such waivers or consents as the Purchaser may require to enable the Purchaser or its nominees to be registered as holders of the Share, and

- (B) the Purchaser shall
 - (i) procure that a meeting of the Purchaser's board of directors is convened at which the Consideration Share are allotted, and
 - (ii) allot and issue to the Seller the Consideration Share in accordance with clause 3 (Consideration),
- (C) 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 for transferring or vesting in the Purchaser (or any person or persons nominated by it) the legal and beneficial ownership of the Share in order to give full and proper effect to this agreement, and
- (D) or following Completion, the Purchaser shall execute or provide all such further documents and do all such further acts and things as may be reasonably required by the Seller for allotting to or vesting in the Seller the legal and beneficial ownership of the Consideration Share in order to give full and proper effect to this agreement

5. Further Assurance

Without prejudice to the provisions of sub-clauses 4.2 (C) and (D) (Completion), each party shall from time to time, on being required to do so by the other, do or procure the carrying out of all such acts and/or execute or procure the execution of all such documents as the other may reasonably consider necessary for giving full effect to this agreement

6. Miscellaneous

- 6.1 This agreement may be signed in one or more counterparts
- 6.2 This agreement may only be varied in writing signed by each of the parties
- 6.3 This agreement shall be governed by and construed in all respects in accordance with English law

IN WITNESS whereof this agreement has been duly executed by the parties on the date first before written

Signed by

For and on behalf of
Infinis Acquisitions

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Signed by

For and on behalf of
Infinis Energy Holdings Limited

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