

THIS SHARE PURCHASE AGREEMENT No. 1 made as of the 5th day of June, 2008

BY AND BETWEEN:

Litaland Tradecorp Inc., a body corporate incorporated under the laws of British Virgin Islands (the "**Seller**")

– and –

Heritam Management Ltd., a body corporate incorporated under the laws of British Virgin Islands (the "**Purchaser**")

WHEREAS:

- A. the Seller legally and beneficially owns the Purchased Shares; and
- B. the Seller agrees to sell, and the Purchaser agrees to purchase, the Purchased Shares on the terms and the conditions contained in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective promises, covenants, warranties, indemnities and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are expressly acknowledged), the Parties covenant and agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

Where used herein, unless there is something in the subject matter or context inconsistent therewith, the following terms have the respective meanings set out below and grammatical variations of such terms have corresponding meanings:

"**Business**" means the business operations currently carried on by the Subsidiary;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the British Virgin Islands;

"**Closing**" means the completion of the purchase and sale of the Purchased Shares pursuant to this Agreement;

"**Closing Date**" means the date of this Agreement;

"**Contract**" means any contract, commitment or understanding (including any lease, licence, guarantee, indemnity, indenture or other instrument), whether written or oral;

"Encumbrance", in respect of any property or assets, means any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, servitude, right of way, restrictive covenant, right of use or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, or any interest in, or the right to use or occupy such property or assets;

"Financial Indebtedness" means, in respect of any Subsidiary, indebtedness and liabilities:

- (a) for money borrowed by such Subsidiary (including interest and other charges on or in respect thereof);
- (b) in respect of the advance or extension of credit in the nature of or similar to a loan or line of credit (including by way of the acceptance of bills of exchange, drafts or bankers' acceptances or the issuance of foreign exchange contracts or interest rate or currency swaps but excluding by way of letters of credit) to such Subsidiary (including interest and other charges on or in respect thereof);
- (c) under a note or other debt instrument (including an agreement for sale, conditional sales contract or similar instrument) given or assumed by such Subsidiary in payment of the purchase price of any property; and
- (d) under any guarantee, indemnity, surety, similar obligation or other form of insurance against financial loss given by such Subsidiary in respect of Financial Indebtedness of any other Person;

"Government Authority" means any Government, agency, department, commission, board, bureau or instrumentality of any nation and any other Person exercising lawful executive, legislative, judicial, regulatory or administrative jurisdiction over the subject matter of this Agreement, or a Party hereto;

"Legislative Requirement" means any statute, law, ordinance, bylaw, rule, or regulation of any Government Authority having jurisdiction and applicable to the Business;

"Losses" means, in respect of any matter, losses, damages, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly as a consequence of such matter, after taking into account any benefits whatsoever arising directly or indirectly as a consequence of such matter including, without limitation, any tax deductions and offsets and other tax benefits (including the present value of estimated future deductions, offsets and other tax benefits), and after taking into account insurance proceeds received on account thereof;

"material adverse effect" means in relation to the Subsidiary, any change or effect that is, or would be reasonably expected to be, materially adverse to the financial condition, operations, assets, liabilities or business of such party, and which results in any such party suffering Losses of 5% of the Purchase Price or more;

"Material Contracts" means Contracts:

- (a) not entered into in the ordinary and normal course of business;
- (b) presently affecting ownership or possession of, or title to the Subsidiary;
- (c) involving co-ownership, joint venture or partnership arrangements; or
- (d) requiring payment of any royalty, licence fee, management fee to any Person.

"Order" means any legally binding order, decision, direction, directive, declaration, injunction, decree, writ, judgment, ruling, award, request or undertaking, or any commitment required as a condition to the granting of any licence, permit, certificate, consent, registration, qualification, authorization or approval by any Government Authority or remedial relief from any Legislative Requirement or administrative action or proceeding or like communication or stipulation rendered or issued by any Government Authority, court or arbitrator having jurisdiction;

"ordinary and normal course of business" means, with respect to an action taken by the Subsidiary, that the action is consistent with the past practices of the Subsidiary, and is taken in the ordinary course of the normal day-to-day operations of the Subsidiary, as the case may be;

"Party" means a party to this Agreement;

"Person" includes any individual, corporation, body corporate, limited liability company, partnership, association, trust, estate or unincorporated organization, or any trustee, executor, administrator or other legal or personal representative, government body or regulatory authority or other entity however designated or constituted;

"Purchased Shares" means 50000 shares in Migina Limited, being 100.0% of all of the issued shares of the Offshore Subsidiary;

"Subsidiary" means Migina Limited (1396992), a body corporate incorporated under the laws of British Virgin Islands;

"Tax" means a tax, duty, fee, royalty, levy, impost, assessment, deduction, charge or withholding, and all liabilities with respect thereto, levied, imposed or assessed from time to time upon or in respect of income, capital, wages of employees, profits, services, property or transactions of any nature or kind by any Government Authority or the taxing authority of any such Government Authority or under a Legislative Requirement or Order;

"Time of Closing" means 9:00 a.m. (London Time) on the Closing Date or such other time on the Closing Date as may be mutually agreed upon by the Parties;

"US\$" means the official currency of the United States of America; and

"Warranties" means the warranties of the Seller as set out in Article 3.

1.2 Gender, Etc.

Except where the context requires otherwise, any reference in this Agreement to gender includes all genders, words used herein importing the singular number include the plural and vice-versa, the word "or" is not exclusive and the word "including" is not limiting (whether or

not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto).

1.3 Currency

Unless otherwise indicated, all references in this Agreement to dollars are to United States dollars.

1.4 Entire Agreement

This Agreement and any other documents referred to in this Agreement (together, the "**Transaction Documents**") constitute the entire agreement between the parties pertaining to the subject matter hereof. The Transaction Documents supersede all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. "Agreement" or "this Agreement" means this share purchase agreement as it may from time to time hereafter be amended, supplemented or otherwise modified in accordance herewith and "hereto", "herein", "hereof", "herewith" and similar terms refer to this Agreement in its entirety unless a specific provision is stipulated.

1.5 Division and Headings

The division of this Agreement into Articles, sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation hereof. Unless otherwise indicated, any reference in this Agreement to a section, subsection or paragraph refers to the specified section, subsection or paragraph of this Agreement.

1.6 Arm's length

Any reference in this Agreement to dealing at "**arm's length**" refers to dealings other than between Persons connected with each other. In this Agreement, unless otherwise specified, a Person shall be deemed to be "**connected with**" another if that Person is connected with another within the meaning of section 839 of the Income and Corporation Taxes Act 1988.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale

In accordance with and subject to the terms and conditions hereof, the Seller agrees to sell the Purchased Shares to the Purchaser and the Purchaser hereby agrees to purchase the Purchased Shares from the Seller, at the Time of Closing.

2.2 Purchase Price

As consideration for the sale of the Purchased Shares by the Seller and conditional on fulfilment by the Seller of its obligations under this Agreement, the Purchaser shall pay to the Seller an amount of US\$ 350,000,000 (the "**Purchase Price**"), such payment to be made in accordance with and at the times specified by Clause 2.3 below.

2.3 Payment by Wire Transfer

The Purchaser shall pay to the Seller the Purchase Price by wire transfer within 20 calendar days of the Closing Date. The payment will be made to the Account to be detailed by the Seller additionally.

ARTICLE 3 WARRANTIES OF THE SELLER

Subject to the provisions of Article 5, the Seller warrants to the Purchaser that each of the statements in Sections 3.1 to 3.4, inclusive, is true and accurate.

3.1 Corporate Existence

The Seller and the Subsidiary are corporations duly incorporated and organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, and has all requisite corporate capacity, power and authority to own or hold under license or lease its property and assets and to carry on its business as now conducted by it.

3.2 Power and Authority

The Seller has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

3.3 Enforceability

This Agreement has been duly executed by the Seller and constitutes a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except that (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights, and (ii) the remedy of specific performance and injunctive or other forms of equitable relief may be subject to equitable defences and to the discretion of the court before which any proceeding therefor may be brought.

3.4 No Conflict

None of the execution and delivery of this Agreement, compliance with and performance of the terms, conditions and provisions hereof or consummation of the transactions contemplated hereby does or will:

- (a) conflict with or result in a violation of any provision of the constitution documents, or any resolution of the directors, shareholders, owners, or partners of the Seller, as the case may be;
- (b) conflict with or result in a violation of any Legislative Requirement or Order applicable to the Seller or the Subsidiary or by which any of their property and assets are bound;
- (c) conflict with or result in a default under, or give to any Government Authority any right to terminate, cancel, suspend or modify, any licence, permit, certificate,

consent, registration, qualification, authorization or approval or affect compliance by the Subsidiary therewith; or

- (d) result in the creation of any Encumbrance on the Purchased Shares or the property and assets of the Subsidiary or result in a breach of or a default under, or cause the acceleration of the maturity of, any liability of the Subsidiary (if the maturation of such liability would affect the purchase and sale of the Purchased Shares under this Agreement).

3.5 Ownership of Purchased Shares

The Seller is the registered and beneficial owner of the Purchased Shares, with good and marketable title thereto, free and clear of all Encumbrances and has the full right, power and authority to sell, transfer and deliver the Purchased Shares to the Purchaser pursuant to this Agreement. None of the Seller, or the Subsidiary is a party to or bound by any Contract or other obligation whatsoever that limits or impairs the Seller's ability to sell, transfer and deliver the Purchased Shares.

3.6 Title to Purchased Shares

Apart from the Purchase and its client no Person has any Contract, or any option, call, right, commitment, understanding or arrangement capable of becoming a Contract, for the purchase, transfer or sale of any of the Purchased Shares or any right, title, benefit or interest therein or thereto, legal or equitable.

3.7 Title to Purchased Shares

No Person apart from the Purchaser and its client has any Contract, or any option, call, right, commitment, understanding or arrangement capable of becoming a Contract, for the purchase, transfer or sale of any of the Purchased Shares or any right, title, benefit or interest therein or thereto, legal or equitable. Other than to the Purchaser and its client, there are no subscriptions, options, calls, warrants, rights, commitments, undertakings, arrangements or agreements of any nature under which the Subsidiary is or may become obligated to issue, sell, deliver or transfer any shares or other equity interests or any securities or obligations of any kind convertible or exchangeable into.

3.8 Government Filings

Neither the Seller nor the Subsidiary is required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Government Authority in order to consummate the transactions contemplated by this Agreement.

3.9 Brokerage Fees

The Seller has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, or other similar forms of compensation with respect to the transactions contemplated herein, which will be or may become the responsibility of the Subsidiary or the Purchaser.

3.10 Claims

Neither the Seller nor the Subsidiary has received notice of any claim, demand, lawsuit, proceeding, arbitration or governmental investigation or is aware of any claim, demand, lawsuit, proceeding, arbitration or governmental investigation, actual or threatened.

3.11 Distributions

No dividends, distributions, bonuses, additional compensation or other payments of any kind whatsoever have been made, declared, paid, set aside or authorized by the Subsidiary to any of its respective directors, officers, shareholders or employees or to any Person who does not deal at arm's length with the Subsidiary, and no direct or indirect redemption, purchase or other acquisition of any securities of the Subsidiary or forgiveness of indebtedness owed to the Subsidiary by any such Person has been made, excepting only regular compensation for employment paid or authorized in the ordinary and normal course of the Business consistent with prior practice.

3.12 Full disclosure

Each document provided by or behalf of the Seller or the Subsidiary to the Purchaser's advisers or employees was, when provided, accurate in all material respects.

3.13 Litigation

There is no litigation, arbitration, dispute resolution, administrative, criminal proceedings, governmental or other investigation on-going or pending or threatened against or affecting the Subsidiary which could reasonably be expected to have a material adverse effect on the Subsidiary, or which might prevent the carrying out of this Agreement or any of the transactions contemplated hereby or declare the same unlawful or cause the rescission thereof, and, to the best knowledge of the Seller and there are no grounds on which any such litigation, arbitration, dispute resolution, administrative criminal proceedings, governmental or other investigation might be commenced.

3.14 Complete Representation and Warranties

All the representations and warranties is correct and for the purposes of this Agreement complete.

ARTICLE 4 WARRANTIES OF THE PURCHASER

The Purchaser warrants to the Seller that each of the statements in Sections 4.1 to 4.5, inclusive, is true and accurate:

4.1 Corporate Existence

The Purchaser is a corporation duly incorporated and organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, and has all requisite corporate capacity, power and authority to own or hold under license or lease its property and assets and to carry on its business as now conducted by it.

4.2 Power and Authority

The Purchaser has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

4.3 Enforceability

This Agreement has been duly executed by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except that (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights, and (ii) the remedy of specific performance and injunctive or other forms of equitable relief may be subject to equitable defences and to the discretion of the court before which any proceeding therefor may be brought.

4.4 No Conflict

None of the execution and delivery of this Agreement, compliance with and performance of the terms, conditions and provisions hereof or consummation of the transaction contemplated hereby does or will conflict with or result in a violation of any provision of the articles of incorporation or bylaws or any resolution of the directors or shareholders of the Purchaser.

4.5 Government Filings

To the best of the knowledge of the Purchaser, it is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Government Authority in order to consummate the transactions contemplated by this Agreement.

ARTICLE 5 LIMITATIONS ON LIABILITY

5.1 General limitation

The Seller shall not have any liability in respect of a claim under the Warranties:

- (a) to the extent that the matter or circumstance giving rise to the claim was fairly disclosed in any document made available to the Purchaser's advisers for the purpose of compiling the due diligence reports or if the Purchaser, on or before the Closing Date, has knowledge (actual, constructive or imputed) of the matter or circumstance giving rise to the claim;
- (b) unless notice in writing of the claim is given by or on behalf of the Purchaser to the Seller stating in reasonable detail the nature of the claim and, if practical, the amount claimed on or before:
 - (i) in the case of a claim relating to a matter other than Tax on or before the sixth anniversary of the Closing Date; and
 - (ii) in the case of a claim relating to Tax, on or before the tenth anniversary of the Closing Date.

5.2 Specific limitations

In addition to the limitations in Section 5.1, the Seller shall have no liability in respect of a claim under the Warranties:

- (a) if such claim would not have arisen but for a voluntary act or omission carried out after the Time of Closing otherwise than in the ordinary course of business by the Purchaser or any Person connected with it or any of its respective directors, employees;
- (b) as regards any claim to the extent that it arises or that it is increased as a result of any change in, or in the interpretations of, any law or regulation or in the administrative practice of any government department agency or regulatory body, or any increase in the rates of or any changes in the method of calculating any Tax or the imposition of any new Tax coming into effect after the Time of Closing (whether or not prospectively in force at the Time of Closing); or
- (c) in respect of any matter done before, at or after the Time of Closing at the request of the Purchaser;

5.3 Exceptions to limitations

Sections 5.1 and 5.2 shall not apply to any claim resulting from fraud or from the Seller (or any Person(s) on behalf of the Seller) making any statement, promise or forecast known by that Person or Persons to be misleading, false or deceptive, or dishonestly concealing any material fact or recklessly making (dishonestly or otherwise) a statement, promise or forecast which is misleading, false or deceptive.

ARTICLE 6 CLOSING OBLIGATIONS IN FAVOUR OF THE PURCHASER

The obligations of the Purchaser under this Agreement are conditional upon all of the following conditions in Sections 6.1 to 6.2 inclusive, each of which is included for the exclusive benefit of the Purchaser, being fulfilled, satisfied, performed or waived at or prior to the Time of Closing.

6.1 Performance

All of the terms, covenants, obligations and conditions of this Agreement to be complied with or performed by the Seller at or before the Time of Closing shall have been complied with or performed by the Seller at or before such time in all material respects.

6.2 Corporate Action

The execution and delivery by the Seller of this Agreement and each of the other Transaction Documents to which it is a party, and the observance and performance by the Seller of its obligations hereunder and thereunder, shall have been approved by the Seller by all necessary corporate actions and proceedings.

ARTICLE 7
CLOSING OBLIGATIONS IN FAVOUR OF THE SELLER

The obligations of the Seller hereunder are conditional upon all of the following conditions in Clauses 7.1 to 7.2 inclusive, each of which is included for the exclusive benefit of the Seller, being fulfilled, satisfied, performed or waived at or prior to the Time of Closing.

7.1 Performance

All of the terms, covenants, obligations and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing shall have been complied with or performed by the Purchaser at or before such time in all material respects.

7.2 Corporate Action

The execution and delivery by the Purchaser of this Agreement and each of the other Transaction Documents to which it is a party, and the observance and performance by the Purchaser of its obligations hereunder and thereunder, shall have been approved by the Purchaser by all necessary corporate actions and proceedings.

ARTICLE 8
MUTUAL CONDITIONS PRECEDENT

The obligations of each of the Parties hereunder will be conditional upon the following condition being fulfilled, satisfied, performed or waived at or prior to the Time of Closing.

8.1 Consents

All material consents, approvals, authorizations, waivers, releases, licences, permits, qualifications, registrations and Orders required to be made in connection with the transactions contemplated by the Agreement shall have been obtained and all filings identified therein shall have been made, in each case in form and substance (which may include an estoppel or waiver in respect of past defaults and provide for confirmation) satisfactory to each of the Parties, acting reasonably.

ARTICLE 9
RELIANCE AND SURVIVAL

9.1 Reliance by the Purchaser

It is acknowledged by the Seller that the Purchaser is relying on the Warranties. No waiver by the Purchaser of any provision hereof, in whole or in part, will operate as a waiver of any other provision hereof.

9.2 Survival of Covenants and Warranties of the Seller

To the extent that they have not been fully performed at or prior to Closing, the covenants of the Seller contained in this Agreement and the Warranties, and any certificate or document given pursuant hereto, will survive and, notwithstanding Closing, will continue in full force and effect for the benefit of the Purchaser.

9.3 Reliance by the Seller

It is acknowledged by the Purchaser that the Seller is relying on the warranties of the Purchaser contained in this Agreement. No waiver by the Seller of any provision hereof, in whole or in part, will operate as a waiver of any other provision hereof.

9.4 Survival of Covenants and Warranties of the Purchaser

To the extent that they have not been fully performed at or prior to Closing, the covenants and warranties of the Purchaser contained in this Agreement, and any certificate or document given pursuant hereto, will survive, and, notwithstanding Closing, will continue in full force and effect for the benefit of the Seller.

ARTICLE 10 CLOSING

10.1 Time of Closing

The closing of the transactions provided for herein will take place at the Time of Closing unless otherwise agreed to by the Parties.

10.2 Closing

At the Time of Closing, subject to all other terms and conditions hereof being complied with, the Seller will make the deliveries required to be made by it hereunder and the Purchaser will make the deliveries required to be made by it hereunder. The Purchaser shall be responsible for the payment of any Taxes arising payable in respect or on the transfer of the Purchased Shares.

ARTICLE 11 DISPUTE RESOLUTION

11.1 Negotiation

The Parties shall negotiate diligently and in good faith to resolve any dispute (a "Dispute") that arises in relation to this Agreement.

11.2 Settlement By Arbitration

In the event any Dispute is not resolved to the satisfaction of all Parties within 30 days after the commencement of negotiations pursuant to Section 11.1. or within 60 days after the occurrence of the circumstances giving rise to the Dispute, whichever first occurs, any Party may give notice to the others of its desire to have the Dispute settled by arbitration, in which case all Parties shall submit to an arbitration subject to the following provisions:

- (a) the seat of the arbitration shall be in London, England;
- (b) the arbitral tribunal shall be comprised of three arbitrators;
- (c) the arbitration shall be governed by the rules of the London Court of International Arbitration (the "LCIA Rules") from time to time in force and shall be conducted in English;

- (d) the award of the arbitral tribunal shall be final and (to the extent possible under the procedural law of the arbitration) no appeal may be had therefrom;
- (e) prior to the appointment of an arbitral tribunal a Party may, notwithstanding any other provision of this Agreement, seek temporary injunctive relief from any court of competent jurisdiction; provided that the Party seeking such relief shall (if arbitration has not already been commenced) simultaneously commence arbitration;
- (f) the obligation to arbitrate any claim shall extend to the successors, assigns and beneficiaries of the Parties, and the Parties shall use their best efforts to cause the obligation to arbitrate any claim to extend to any officer, director, employee, shareholder, agent, trustee, affiliate, or subsidiary; and
- (g) the terms hereof shall not limit any obligations of a Party to defend, indemnify or hold harmless another Party against court proceedings or other claims, losses, damages or expenses.

ARTICLE 12 MISCELLANEOUS

12.1 Further Assurances

From time to time subsequent to the date hereof, each of the Parties will execute and deliver such additional instruments, conveyances, transfers and other assurances and take such other actions as may reasonably be requested by the other Parties in order to carry out the provisions of this Agreement and to complete the transactions contemplated hereunder.

12.2 Notice of Breach

Each Party agrees immediately to give the others written Notice of any breach of this Agreement of which the notifying Party becomes aware.

12.3 Subsequent Breaches

All rights and remedies of a Party under this Agreement and otherwise under applicable law are cumulative and in addition to (not in substitution for) any other such rights or remedies (except where applicable law otherwise provides). Any single or partial exercise by a Party of any such right or remedy shall not be a waiver of, nor shall alter or prejudice any, other right or remedy of such Party. Any waiver by a Party of strict observance of any provision of this Agreement or other requirement of applicable law, and any indulgence granted by a Party, shall not be a waiver of any past, current or subsequent right or remedy of that Party.

12.4 Relationship

Nothing in this Agreement creates, acknowledges or implies any relationship between or among the Seller and the Subsidiary on the one hand, and the Purchaser on the other hand, other than (in the case of the Seller and the Purchaser) as independent contracting parties.

12.5 Time of the Essence

Time will be of the essence of this Agreement.

12.6 Set Off

Any Party shall be entitled at all times to set off any amount owing from another Party against any amount due or owing to such other Party under this Agreement.

12.7 Default interest

If any of Signature, the Purchaser, the Subsidiary fails to pay any amount payable by it under this Agreement on its due date, interest shall accrue on the overdue amount on a daily basis from the due date up to the date of actual payment (both before and after judgment) at two per cent per annum above the overnight London interbank offered rate for United States dollars, as displayed on the appropriate page of the Reuters screen (or, if that page is replaced or service ceases to be available, the Seller may specify another page or service displaying the appropriate rate after consultation with the Purchaser). Any interest accruing under this Section shall be compounded with the overdue amount on the last day of each month and shall be immediately payable by the payer on demand by the Seller.

12.8 Third Party Rights

A person who is not a Party to this Agreement may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

12.9 Enurement

This Agreement will enure to the benefit of and be binding upon the Parties and their successors and assigns.

12.10 Amendment and Waivers

No amendment or waiver of any provision of this Agreement will be binding on a Party unless consented to in writing by such Party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

12.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed is an original but all of which taken together constitute one and the same instrument and a Party may execute this Agreement by signing any counterpart of it.

12.12 Consultation

The Parties will consult with each other before issuing any press release or making any other public announcement with respect to this Agreement or the transactions contemplated hereby, and no Party will issue any such press release or make any such public announcement, unless otherwise required by law, without the prior written consent of the others, which consent will not be unreasonably withheld or delayed.

12.13 Disclosure

Prior to any public announcement of the transactions contemplated hereby pursuant to Section 12.12, no Party will disclose this Agreement or any aspect of such transactions except to its board of directors, its senior management, its legal, accounting, financial or other professional advisors and as may be required by any applicable law or any regulatory authority or stock exchange having jurisdiction and, on the basis that such disclosure is not intended for dissemination to the public, to persons to whom such disclosure is reasonably necessary or desirable for such Party to carry out and give full effect to the terms, conditions and intent of this Agreement and such transactions.

12.14 Transaction Costs

Each of the Parties will be responsible for all costs (including, without limitation, legal fees, accountant fees, auditors fees, tax consultant fees and other consultant fees) incurred by it in connection with the transactions contemplated by this Agreement.

12.15 Assignment

No Party shall be entitled to assign, transfer or otherwise dispose in any manner, in whole or in part, of any of its rights, title or interest in or to this Agreement, except with the prior written consent of the other Parties, which consent may be given or withheld in the other Party's sole discretion.

12.16 Severability

The illegality, invalidity or unenforceability under applicable law of any provision in this Agreement or of any covenant herein contained on the part of a Party shall not affect the legality, validity or enforceability of any other provision or covenant hereof or herein contained, and such illegal, invalid or unenforceable provision or covenant shall be ineffective only to the extent of such illegality, invalidity or unenforceability under such applicable law. The Parties hereby undertake to renegotiate in good faith, with a view to concluding arrangements as nearly as possible the same as those herein contained, any provisions hereof and covenants herein held by any authority having jurisdiction, to be illegal, invalid or unenforceable.

12.17 Governing law

This Agreement shall be governed by and construed in accordance with English law, but excluding any provisions of such law which would refer the question for decision under the laws of another jurisdiction.

12.18 Jurisdiction

Subject to the obligations of the Parties pursuant to Section 11.2, the parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

12.19 Agreed method of service

Any claim form, application notice, judgment, orders or other notice of legal process relating to this Agreement may be served on a party by posting it by pre-paid first class recorded delivery post to that party's address for service specified in this Section, or to such address as indicated hereunder.

IN WITNESS WHEREOF this Agreement has been executed by the Parties as a deed.

For and on behalf of Heritam Management Ltd.:

*Akara Bldg., 24 De Castro Street, Wickhams Cay I, Road Town, Tortola,
British Virgin Islands*

Kilibarda

Kilibarda Ivanka
Director

For and on behalf of Litaland Tradecorp Inc.:

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Blackburne Highway, Road Town,
Tortola, British Virgin Islands

M. Dasston

Matt Dasston
Director