

## SHARE SALE AND PURCHASE AGREEMENT

### BY AND BETWEEN:

[insert name], a company incorporated and existing under the laws of [insert place of incorporation], with registered offices at [insert address], herein represented by [insert name of representative] in his/hers capacity of [insert capacity] (“First Seller”);

[insert name], a company incorporated and existing under the laws of [insert place of incorporation], with registered offices at [insert address], herein represented by [insert name of representative] in his/hers capacity of [insert capacity] (“Second Seller”);

### AND

**DECADE INTERNATIONAL LIMITED ONE**, a company incorporated and existing under the laws of the State of Delaware, United States of America, with registered office at One Commerce Center, 1201, N Orange Street, Suite 762, Wilmington, Delaware 19801, United States of America, herein represented by [insert name of representative] in his/hers capacity of [insert capacity] (“First Buyer”); and

**ISABEL JOSÉ DOS SANTOS**, Angolan citizen, married under the legal regime of separation of assets, holder of Passport no. [insert number] issued on [insert date] by [insert entity], resident at [insert address] (“Second Buyer”).

(The First and Second Sellers shall be hereinafter collectively referred to as “Sellers” and the First and Second Buyers shall be hereinafter collectively referred to as “Buyers”. The Sellers and the Buyers may also be referred to as “Party” and jointly as “Parties”)

### WHEREAS:

(I) The Sellers are the sole shareholders of a company under the name of “Mediterranean Real Estate Company Limited”, incorporated under the laws of Malta with registered office is located at 4<sup>th</sup> Floor, Domestica Building, Msida Valley Road, Msida, Republic of Malta, registered with the relevant registry of companies with no. C 53683 (“Company”);

(II) The Company's share capital is represented by 1.200 (one thousand and two hundred) shares, each with a nominal value of 1 (one) Euro (“Shares”), of which the First Seller owns 1.199 (one thousand and one hundred and ninety nine) shares (“A Shares”) and the Second Seller owns 1 (one) share (“B Share”);

(III) The Company's sole assets are an urban property located in Lisbon, Portugal, in [insert street and door number], [insert floor] of *Edifício Alto do Parque*, registered at the Lisbon Real Estate Registry under no. [insert number] and at the relevant Tax Office with no. [xxx] (“Property”) and a bank account with bank [insert bank] in [insert country] with a balance of [xxx] (“Account”). The Company has no other assets, whether movable or immovable property, participating interests, bank accounts and/or monies besides the ones declared herein.

(IV) The First and the Second Buyer wish to purchase, simultaneously, the A Shares from the First Seller and the B Share from the Second Seller, respectively, who in turn wish to sell same.

(V) The Sellers declined to disclose to the Buyers the identity of its shareholders and/or any beneficial owner(s) of the Shares, the Buyers accepted same insofar as the Sellers make the representations and warranties established in this Agreement, notably, representing and warranting that such non-disclosure does not constitute the omission of any material information or fact that the Sellers know, or have reasons to believe, that would discourage and/or prevent the Buyers from entering into this Agreement or that would render this Agreement, the fulfilment

of the terms hereof, notably the payments hereunder, illicit, illegal or null and void under any applicable law.

Now, therefore, the following Share Sale and Purchase Agreement ("Agreement") is hereby entered into, and is governed by the following clauses, the clauses of the Company's by-laws and the laws of Malta ("Applicable Law"):

**CLAUSE ONE  
(Purpose of the Agreement)**

1. This Agreement sets forth the terms and conditions under which the First Seller sells, and the First Buyer buys, the A Shares and the Second Seller sells, and the Second Buyer buys, the B Share.
2. The Shares are sold free of any liens and/or encumbrances and with no limitation whatsoever as to the rights corresponding thereto.
3. The Sellers and the Buyers undertake to sign all documents and take all actions required under the Applicable Law to perfect the sale and register the transfer of the Shares to the Buyers.

**CLAUSE TWO  
(Price)**

1. The total price for the sale of the Shares is 1.800.000 (one million and eight thousand Euros) ("Price") which shall be allocated as follows:
  - (i) The First Buyer shall pay to the First Seller for the purchase of the A Shares the amount of 1.798.500 (one million and seven hundred eighty eight thousand five hundred Euros); and
  - (ii) The Second Buyer shall pay to the Second Seller for the purchase of the B Share the amount of 1.500 (one thousand five hundred Euros).

**CLAUSE THREE  
(Terms of Payment of the Price)**

1. The Buyers shall deposit the Price of the Shares in an escrow account ("Escrow Account") at the date of signature of this Agreement. The Escrow Account shall be opened and operated pursuant to the terms provided in the Escrow Account Agreement attached hereto as annex and which constitutes an integrant part hereof ("Escrow Account Agreement").
2. Without prejudice to the terms provided in the Escrow Account Agreement, the Parties agree that the Price of the Shares shall only be released to the Sellers by the agent of the escrow account ("Escrow Agent") when the following conditions precedent are cumulatively met:
  - (i) the Price of the Shares has been credited on the Escrow Account;
  - (ii) the Escrow Agent has received a copy of the executed Agreement;
  - (iii) the Escrow Agent has received a copy of the new register of shares in favor of the Buyers;
  - (iv) the Escrow Agent has received a copy of the appointment of the new director(s) by the Buyers, resignation letter(s) of the former director(s) and registration of same with the relevant company's registry, if applicable;
  - (v) the Escrow Agent has received a copy of the Account's new bank empowerment as defined by the Buyers; and
  - (vi) the Escrow Agent has received a copy of the real estate registry certificate of the Property evidencing that there are no mortgages nor any other liens or encumbrances over same.

**CLAUSE FOUR  
(Representations and Warranties)**

1. The Sellers represent and warrant to the Buyers that:

(i) The execution of this Agreement, the fulfilment of the terms hereof, notably the payments hereunder, will not result in a breach of any applicable law or regulation, of the articles of association of the Sellers, its shareholders or of any beneficial owners of the Shares, or of any judgment, decree or order of any national or supranational court, governmental or other body which may be applicable to same.

(ii) The non-disclosure of the identity of the Seller's shareholders and/or of any beneficial owner of the Shares does not constitute the omission of any material information or fact that the Sellers know, or have reasons to believe, that would discourage and/or prevent the Buyers from entering into this Agreement or that would render this Agreement, the fulfilment of the terms hereof, notably the payments hereunder, illicit, illegal or null and void under any applicable law.

(i) The Sellers have full ownership over the Shares and/or full power, capacity and authority to sell and transfer the Shares, and that the Shares have been legally and validly issued, registered and acquired, are subscribed for and fully paid up, and will be transferred to Buyers free of any security interests, option, lien, redemption, pledge, seizure or any other similar charges or encumbrances;

(ii) No application to, or filing with, or consent, authorisation or approval of, or license, permit, registration, declaration or exemption by any corporate, governmental or public body or authority is required by the Sellers in connection with the execution and performance of this Agreement;

(iii) The Sellers, its shareholders and/or any beneficial owners of the Shares, will not apply, use or invest the amount paid by the Buyers as price under this Agreement for any means which are deemed illicit, illegal or criminal under the any applicable law;

(iv) The Sellers, its shareholders or beneficial owners of the Shares are not involved in any illicit, illegal or criminal activity nor are in violation in any material respects of any national, supranational or EU statutes, laws, rules, regulations, ordinances, decrees, directives, permits, licences and other approvals or authorizations or similar requirements to which same are subject; and

(v) There is no litigation, bankruptcy or insolvency proceeding pending or, to the best of its knowledge, threatened to be pending regarding the Sellers, its shareholders and/or any beneficial owners of the Shares.

2. The Sellers represent and warrant to the Buyers with regard to the Company that:

(i) The Company is duly organized, validly existing and is in good standing under the laws of Malta and that all corporate documentation of the Company exists and is safely stored and in all material respects correct;

(ii) The Company is not in violation in any material respects of any statutes, laws, rules, regulations, ordinances, decrees, directives, permits, licences and other approvals or authorizations or similar requirements to which it is subject under the Applicable Law. Notably, the Company is not in violation of any applicable law, rule or regulation of any governmental entity relating to the payment or withholding of taxes;

(iii) There is no litigation pending or, to the best of its knowledge, threatened to which the Company is a party that could reasonably be expected to have a material adverse effect on the financial condition, prospects, business or assets of the Company;

(iv) The Company has no other assets besides the Property and the Account and has full, good and insurable title to same, and such assets are not subject to any limitation, mortgage, lien, encumbrance, charge or right whatsoever for the benefit of third parties;

(v) The Company does not have, nor has had, any appointed representatives or proxy holders which may enter into, or have entered into, any contracts or performed any acts other than those referring to the assets disclosed to the Buyers herein; and

(vi) The Company does not have any current or, to the best of its knowledge, future outstanding debts, liabilities or obligations towards third parties arising from any acts or contracts, whether of financial nature or other, that may be still in force or which claim may be pending.

## **CLAUSE FIVE**

### **(Null, Void and Invalid Provisions)**

A declaration of invalidity or voidness of any provision of this Agreement shall not affect the remaining provisions, which shall remain in full force and effect, as if the invalid provision did not exist.

**CLAUSE SIX  
(Entire Agreement)**

1. This Agreement constitutes the sole agreement between the Parties on the sale and purchase of the Shares and shall automatically and completely revoke any previous agreements on the same subject matter.
2. This Agreement may only be amended by written instrument signed by both Parties.

**CLAUSE SEVEN  
(Confidentiality)**

1. Each Party to this Agreement undertakes to keep confidential all information, written or oral, concerning this Agreement, subject however to appropriate disclosure to regulatory authorities, as required by law and/or necessary disclosure in the event of its enforcement.

**CLAUSE EIGHT  
(Governing Law and Dispute Resolution)**

1. This Agreement shall be governed by and construed in accordance with the laws of Malta.
2. Any dispute that may arise between the Parties in connection with this Agreement or the compliance by any Party with any provision hereof shall be settled by mutual agreement between the Parties. If the Parties in dispute fail to reach an agreement within 30 (thirty) days of the date on which they initiated negotiations to settle a dispute by agreement, such dispute shall be finally submitted to arbitration under the Rules of the International Chamber of Commerce (ICC).

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in [xxx] of July 2012, in 4 (four) originals in their respective names.

\_\_\_\_\_  
The First Seller

\_\_\_\_\_  
The Second Seller

\_\_\_\_\_  
The First Buyer

\_\_\_\_\_  
The Second Buyer

**ANNEX**

**ESCROW ACCOUNT AGREEMENT**