

DATED _____ 2009

REALTIME ANALYSIS AND NEWS LIMITED (1)

And

CYNTHIA ELIZABETH CHENHALLS BUSFIELD (2)

SHARE PURCHASE AGREEMENT

MacRae & Co LLP
59 Lafone Street
Shad Thames
London
SE1 2LX

Tel: 020 7378 7716
Fax: 020 7407 4318
Ref: JAT/24-076/jt

THIS AGREEMENT is made on day of 2009

BETWEEN:

- (1) **REALTIME ANALYSIS AND NEWS LIMITED** registered in England No. 05633036 having its registered office at 25 Copthall Avenue, London, EC2R 7BP ("RAN");
- (2) **CYNTHIA ELIZABETH CHENHALLS BUSFIELDS** of Field House, 59 Stafford Road, Stone, Staffordshire ST15 0HE ("the Seller").

RECITALS

- (A) Subject to approval by special resolution of the shareholders of RAN, the Seller has agreed to sell 25 of her ordinary shares in RAN to RAN. RAN has agreed to purchase 25 of the Seller's ordinary shares in RAN and these ordinary shares shall be treated as cancelled on redemption and the amount of RAN's issued share capital shall be diminished by the nominal value of this share.
- (B) The Seller has agreed to sell and RAN has agreed to buy the Sale Shares on the following terms.

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

- 1.1. In this agreement (including the Recitals and the Schedules), unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Completion"	the completion of the sale and purchase of the Sale Shares under this agreement;
"Completion Date"	2009;
"Purchase Price"	the sum set out in column 4 of Schedule 1;
'Sale Shares'	the number of ordinary shares of £1 each in RAN as set out in column 3 of Schedule 1 held by the Seller;

- 1.2. In this agreement (including the Recitals and the Schedules), unless the context otherwise requires:

- 1.2.1. all references to any statutory provision or enactment shall include references to any amendment, modification or re-enactment of that provision or enactment (whether before or after the date of this agreement), to any previous enactment which has been replaced or amended and to any regulation or order made under that provision or enactment;
- 1.2.2. references to the Recitals, clauses and the Schedules are respectively to the Recitals to, clauses of and the Schedules to, this agreement;

2. Sale and Purchase

- 2.1. The Seller with full title guarantee, shall sell with effect from Completion the Sale Shares and RAN shall purchase with effect from Completion the Sale Shares with all rights attached or accruing to them, and free from all claims, charges, liens, encumbrances, options, rights of pre-emption or equities whatsoever.
- 2.2. No party shall be obliged to complete the sale or purchase of any of the Sale Shares unless the sale and purchase of all the Sale Shares is completed simultaneously in accordance with this Agreement.

3. Consideration

- 3.1. The consideration price for the Sale Shares shall be the Purchase Price which shall be paid by RAN to the Seller in cash.

4. Completion

- 4.1. Completion shall take place on the Completion Date.
- 4.2. At Completion:
 - 4.2.1. the Seller shall deliver to RAN a share certificate and a duly executed stock transfer form in respect of the Sale Shares in favour of RAN.
 - 4.2.2. RAN shall deliver to the Seller a cheque in the sum of the Purchase Price or make payment of such sum to the Seller as the Seller and RAN shall otherwise agree.

5. General Provisions

- 5.1. The Agreement and any documents referred to herein constitute the entire agreement between the parties hereto with respect to the matters dealt with therein and supersede any previous agreement between the parties hereto in relation to such matters. Each of the parties hereto hereby acknowledges that in entering into the

Agreement it has not relied on any representation or warranty save as expressly set out therein or in any document referred to therein. No variation of this Agreement shall be valid or effective unless made by one or more instruments in writing signed by such of the parties hereto which would be affected by such variation.

- 5.2. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 5.3. This Agreement shall be governed by and construed in accordance with English law.

IN WITNESS whereof the parties have caused this Agreement to be signed on the day and year first before written

SCHEDULE 1

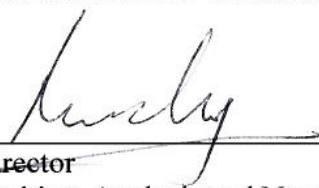
Share Sale Details

Name of Seller	Name of buyer	No of Sale Shares	Purchase Price
Cynthia Elizabeth Chenhalls Busfield	RAN	25	£33,420

Signed by:

Cynthia Elizabeth Chenhalls Busfield

Signed by:



Director
Realtime Analysis and News Limited

THIS SUPPLEMENTAL DEED is made on

2009

- (1) **STA HOLDINGS LIMITED** registered in England No 4936333 whose registered office is at 4th Floor, 25 Copthall Avenue, London, EC2R 7BP ('SHL');
- (2) **RANVIR SINGH** of 5 Marlborough Mews, London, SW2 5TE ('RAN');
- (3) **MATTHEW CHEUNG** of 14 Pearson Street, Bethnal Green, London, E2 8JD ('MAT'); and
- (4) **CYNTHIA ELIZABETH CHENHALLS BUSFIELD** of Field House, 59 Stafford Road, Stone, Staffordshire, ST15 0HE ('CB').

WHEREAS:

- (A) This Deed is supplemental to a shareholders' agreement dated 1 March 2006 ("the Shareholders' Agreement") and made between SHL, RAN, MAT and Realtime Analysis and News Limited a company incorporated in England with registered number 5633036 ("the Company").
- (B) The current shareholders of the Company at the date hereof are SHL, RAN, MAT and CB ("the Shareholders").
- (C) Subject to the special resolution being passed by the eligible Shareholders (the "Special Resolution"), the Company is proposing to purchase 25 ordinary shares of £1 each in the capital of the Company held by CB for £33,420 which shall be treated as cancelled on redemption and the amount of the Company's issued share capital shall be diminished by the nominal value of these shares.
- (D) Subject to the Special Resolution being passed by the eligible Shareholders, RAN is proposing to transfer 13 ordinary shares of £1 each in the capital of the Company to CB for nil consideration and MAT is proposing to transfer 10 ordinary shares of £1 each in the capital of the Company to CB for nil consideration.
- (E) It is a precondition of any purchase or transfer of shares under clause 8.1 of the Shareholders' Agreement that the prior written permission of all the Shareholders is recorded in a supplemental deed.

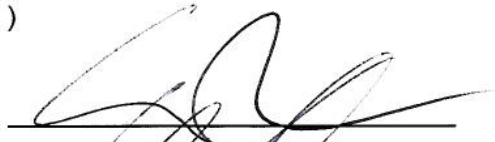
NOW THIS DEED WITNESSETH as follows:-

1. The Shareholders hereby grant permission to the Company to purchase 25 ordinary shares of £1 each in the capital of the Company held by CB at the date hereof in consideration of the payment to CB of £33,420 in cash out of the distributable reserves of the Company.
2. The Shareholders hereby grant permission to RAN to transfer 13 ordinary shares of £1 each in the capital of the Company to CB for nil consideration and for MAT to transfer 13 ordinary shares of £1 each in the capital of the Company to CB for nil consideration.
3. This Deed shall be governed by and construed in accordance with English law.

IN WITNESS whereof this Deed has been duly executed by the Shareholders as a Deed on the date first above mentioned

EXECUTED as a Deed)
by STA HOLDINGS LTD)
acting by its duly authorised)
officers:)

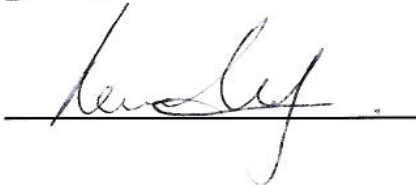
Authorised Signatory



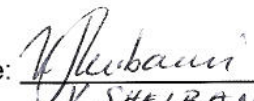
Authorised Signatory



EXECUTED as a Deed)
by the said RANVIR SINGH)
in the presence of:)



Witness

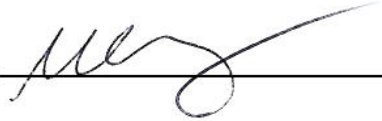
Signature: 

Name: V SHEIBANI

Address: 114-118 ZETHNAL GREEN RD

Occupation: ACCOUNT MANAGER

EXECUTED as a Deed)
by the said MATTHEW)
CHEUNG in the presence of:)



Witness

Signature: V. Sheibani

Name: V. SHEIBANI

Address: 114-118 BETHNAL GREEN RD.

Occupation: ACCOUNT MANAGER

EXECUTED as a Deed)
by the said CYNTHIA)
ELIZABETH CHENHALLS)
BUSFIELD in the presence of)

Witness

Signature: _____

Name: _____

Address: _____

Occupation: _____

STOCK TRANSFER FORM

(Above this line for Registrars use only)

Consideration Money £ 33,420		Certificate lodged with the Registrar	
Bargain Reference No:		(for completion by the Registrars/Stock Exchange)	
Name of undertaking Realtime Analysis and News Limited			
Description of Security Ordinary Shares			
Amount of Stock or number of Stock units or shares or other security in words.	Words Twenty five	Figures 25	units of £1 each
Name(s) of the Registered Holder(s) should be given in full; the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g., Executor(s)) of the person(s) making the transfer.	In the name(s) of Cynthia Elizabeth Chenhalls Busfield Field House 59 Stafford Road Stone Staffordshire ST15 0HE		
<p>I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below or to the several persons named in Parts 2 of Brokers Transfer Forms relating to the above security: Delete words in italics except for stock exchange transactions. <i>Bodies corporate should affix their common seal and each signatory should state his/her representative capacity (e.g. "Company Secretary" "Director") against his/her signature.</i></p> <p>1..... 2..... 3..... 4.....</p>		<p>Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s) if any, acting for the Transferor(s).</p> <p>Date</p>	
<p>Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred.</p> <p>Please state title, if any, or whether Mr, Mrs, Miss, or Ms.</p> <p>Please complete in typewriting or in Block Capitals.</p>		<p>Realtime Analysis and News Limited - 5633036 4th Floor 25 Copthall Avenue London EC2R 7BP</p>	
		Account Designation (if any)	
I/We request that such entries be made in the register as are necessary to give effect to this transfer			
Stamp of Buying Broker(s) (if any)		Stamp or name and address of person lodging this form (if other than the buying broker(s))	

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The security represented by the transfer overleaf has been sold as follows:-

Stamp of certifying Stock Exchange

_____ Shares/Stock	_____ Shares/Stock
_____ Shares/Stock	_____ Shares/Stock
_____ Shares/Stock	_____ Shares/Stock
_____ Shares/Stock	_____ Shares/Stock
_____ Shares/Stock	_____ Shares/Stock

Stamp of Selling Broker(s)

Balance (if any) due to Selling Broker(s) _____
 Amount of Certificate(s) _____
 Brokers Transfer Forms for above amounts certified _____

FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS EXEMPT FROM STAMP DUTY

Instruments executed on or after 1st May 1987 effecting any transactions within the following categories are exempt from stamp duty:-

- A The vesting of property subject to a trust in the trustees of the trust on the appointment of a new trustee, or in the continuing trustees on the retirement of a trustee.
- B The conveyance or transfer of property the subject of a specific devise or legacy to the beneficiary named in the will (or his nominee). Transfers in satisfaction of a general legacy of money should not be included in this category (see category D below).
- C The conveyance or transfer of property which forms part of an intestate's estate to the person entitled on intestacy (or his nominee). Transfers in satisfaction of the transferee's entitlement to cash in the estate of an intestate, where the total value of the residuary estate exceeds that sum, should not be included in this category (see category D below).
- D The appropriation of property within section 84(4) of the Finance Act 1985 (death: appropriation and satisfaction of a general legacy of money) or section 84(5) or (7) of that Act (death: appropriation in satisfaction of any interest of surviving spouse and in Scotland also of any interest of issue).
- E The conveyance or transfer of property which forms part of a residuary estate of a testator to a beneficiary (or his nominee) entitled solely by virtue of his entitlement under the will.
- F For conveyance or transfer of property out of a settlement in or towards satisfaction of a beneficiary's interest, not being an interest acquired for money or money's worth, being a conveyance or transfer constituting a distribution of property in accordance with the provisions of the settlement.
- G The conveyance or transfer of property on and in consideration only of marriage to a party to the marriage (or his nominee) or to trustees to be held on the terms of a settlement made in consideration only of the marriage. A transfer to a spouse after the date of marriage is not within this category, unless made pursuant to an ante-nuptial contract.
- H The conveyance or transfer of property within section 83(1) of the Finance Act 1985 (transfers in connection with divorce etc.).
- I The conveyance or transfer by the liquidator of property which forms part of the assets of the company in liquidation to a shareholder of that company (or his nominee) in or towards satisfaction of the shareholder's rights on a winding-up.
- J The grant in fee simple of an easement in or over land for no consideration in money or money's worth.
- K The grant of a servitude for no consideration in money or money's worth.
- L The conveyance or transfer of property operating as a voluntary disposition inter vivos for no consideration in money or money's worth nor any consideration referred to in section 57 of the Stamp Act 1891 (conveyance in consideration of a debt etc.).
- M The conveyance or transfer of property by an instrument within Section 84(1) of the Finance Act 1985 (death: varying disposition).

- (1) Delete as appropriate.
- (2) Insert "(A)", "(B)" or appropriate category.
- (3) Delete second sentence if the certificate is given by the transferor or his solicitor.

(1) I/We hereby certify that the transaction in respect of which this transfer is made is one which falls within the category (2) above. (1) I/We confirm that (1) I/We have been duly authorised by the transferor to sign this certificate and that the facts of the transaction are within (1) my/our knowledge (3)

Signature(s)	Description ("Transferor", "Solicitor", etc.)
_____	_____
_____	_____
_____	_____
_____	_____
Date	_____

NOTES

- (1) If the above certificate has been completed, this transfer does not need to be submitted to the Controller of Stamps but should be sent directly to the Company or its Registrars.
- (2) If the above certificate is not completed, this transfer must be submitted to the Controller of Stamps and duly stamped. (See below).

FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS NOT EXEMPT BUT IS NOT LIABLE TO AD VALOREM STAMP DUTY

Instruments of transfer, other than those in respect of which the above certificate has been completed, are liable to a fixed duty of £5.00 when the transaction falls within one of the following categories:-

- (a) Transfer by way of security for a loan or re-transfer to the original transferor on repayment of a loan.
- (b) Transfer, not on sale and not arising under any contract of sale and where no beneficial interest in the property passes: (i) to a person who is a mere nominee of, and is nominated only by, the transferor, (ii) from a mere nominee who has at all times held the property on behalf of the transferee; (iii) from one nominee to another nominee of the same beneficial owner where the first nominee has at all times held the property on behalf of that beneficial owner, (NOTE - This category does not include a transfer made in any of the following circumstances; (i) by a holder of stock, etc., following the grant of an option to purchase the stock, to the person entitled to the option or his nominee; (ii) to a nominee in contemplation of a contract for the sale of the stock, etc., then about to be entered into; (iii) from the nominee of a vendor, who has instructed the nominee orally or by some unstamped writing to hold stock, etc., in trust for the purchaser, to such purchaser.)

- (1) Delete as appropriate.
- (2) Insert "(a)", "(b)".
- (3) Here set out concisely the facts explaining the transaction. Adjudication may be required.

(1) I/We, hereby certify that the transaction in respect of which this transfer is made is one which falls within category (2) above. (1) I/We confirm that (1) I/We have been duly authorised by the transferor to sign this certificate and that the facts of the transaction are within (1) my/our knowledge.

Signature(s)	Description ("Transferor", "Solicitor", etc.)
_____	_____
_____	_____
_____	_____
_____	_____
Date	_____