

DATED THE _____ DAY OF _____ 2000

MICHAEL CHEGE NJOROGE

TO

ALI NOOR

AGREEMENT FOR SALE OF SHARES

In

TELECOM SOLUTIONS LIMITED

Drawn by:

Edward Rombo
Advocate,
P. O. Box 34167,
NAIROBI

THIS AGREEMENT is made this _____ day of _____ Two Thousand
BETWEEN **MICHAEL CHEGE NJOROGE** of Post Office Box Number 63955, Nairobi
in the Republic of Kenya (hereinafter called "the Vendor" which expression shall
where the context so admit include his respective personal representatives and
assigns) of the one part AND **ALI NOOR** of Post Office Box Number 68766, Nairobi

aforesaid (hereinafter called "the Purchaser" which expression shall where the context so admits include his respective personal representatives and assigns) of other part.

WHEREAS:-

TELECOM SOLUTIONS LIMITED (hereinafter called "the Company") is a limited liability company incorporated in the said Republic and has at the date hereof an authorised share capital of Kenya Shillings Fifty Thousand (Kshs. 50,000.00) divided into One Thousand (1000) Ordinary Shares of Kenya Shillings Fifty (Kshs. 50.00) each which are all issued and fully paid up.

The Vendor is the beneficial owner of One Thousand (1000) shares in the Company (hereinafter called "the shares") and runs and manages the Company. The Vendors hold the shares in the following proportions:-

The Vendor is a Director of the Company.

The Vendor declares and confirms that he does not hold the Shares as trustee or in any other capacity for anyone.

The parties hereto are all resident in Kenya.

The Vendor is willing to sell and the Purchaser has agreed to purchase Nine Hundred (900) Shares held by the Vendor subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows: -

The Vendor shall sell (all his pre-emption rights being waived) and the Purchaser shall purchase the Shares for the consideration hereinafter mentioned free from all charges or liens or any other encumbrances and with all rights (including but not limited to all rights of dividend) and privileges attaching to the Shares with effect from the completion date hereinafter written.

The consideration for the said sale and purchase is U.S. Dollars Five Thousand Five Hundred (\$ 5,500.00) payable in full by the Purchaser to the Vendor on the execution date hereof.

The Advocate for both the Vendor and the Purchaser shall be Edward Rombo, of P. O. Box 34167, Nairobi.

Completion of the purchase is conditional upon there being no restriction or regulation of the Government of Kenya introduced between the date hereof and the Completion Date (hereinafter defined) which would prevent completion.

The sale and purchase shall be completed on the _____ day of _____, Two Thousand (herein called "the Completion Date").

The Vendor will procure resolution of the Directors to effect the appointment of new directors and the transfer of Shares.

On the Completion Date the Vendor shall deliver to the said Purchaser.

Duly executed transfer by the registered holder in the name of the said Purchaser for the respective shares agreed to be sold to him PROVIDED ALWAYS that on the signing of this Agreement such transfer of shares shall be deposited with the Vendor's advocates duly executed and to be released to the Purchaser's Advocates on the Completion Date and on compliance with all the terms and conditions of this Agreement;

The requisite Share Certificates;

Such waivers consents or other documents as may be required to give a good title to the Shares to enable the said Purchaser become registered holder of the Shares;

Forms D in respect of the value of each of the Shares required under the Stamp Duty Act (Chapter 480), duly completed and signed by the Company's Auditors;

Resolutions in writing signed by the Directors of the Company substantially in the form of the draft contained in the First Schedule hereto which resolution will be deposited with the Vendors' Advocate to be released to the Purchaser's Advocate on the Completion Date and on compliance with all the terms and conditions of this Agreement;

The original Certificate of Incorporation of the Company;

All copies of the Memorandum and Articles of Association;

The Statutory books of the Company including Minute Books, Common Seal and all books of account complete and written up to date and any other documents records or memorandum relating thereto (if in the Vendors possession);

Duly completed Income Tax return for the year 1999.

Performance by all parties of their obligations under this Agreement is conditional upon the other party being ready and willing to perform their obligations under the said Agreement and for the purposes of this Agreement completion of the sale involves due performances by all parties of all their obligations under the Agreement.

For the avoidance of the doubt it is hereby agreed that the Vendor shall bear no liability or responsibility in respect of the any debt or liability arising in respect of the period after or on the 24th day of August, 2000 and any such liability or responsibility shall be borne fully by the Purchaser who hereby indemnifies the Vendor against any such liability or responsibility.

The Vendor agrees to execute and perform or procure the execution and

performance of such other acts, deeds, documents and things as may be necessary effectively to vest the beneficial ownership of the Shares in the Purchaser.

Notwithstanding the completion of the sale of the Shares agreed to be sold and/or purchased, the provisions of this Agreement and the indemnities and agreements herein contained shall continue thereafter to subsist for so long as may be necessary for the purpose of giving effect to each and every one of the provisions of this Agreement and all indemnities and agreements given herein by the Vendor or the said Purchaser and upon their personal representatives and assigns.

The Vendor undertakes the following and shall indemnify the Purchaser should the Company or the Purchaser suffer any loss as a result of the breach of the undertaking.

All returns required to be made by the Company to the Income Tax Authorities and all other taxation authorities have been correctly made and on a proper basis;

The Company is not engaged in any litigation, arbitration or proceeding and that no prosecution is threatened or pending and the Vendors are not aware of any facts that may give rise thereto and that the Company is not in default of any obligation whether statutory or contractual;

The Vendor has disclosed to the Purchaser all matters and information regarding the affairs of the company;

The Vendor will not do anything that may render the financial position of the Company or its assets (if any) less favourable than at the date hereof;

The parties shall bear their respective share of the Advocate's costs but the Purchaser shall be responsible for all Stamp Duty and other disbursements in respect thereof.

Any notice herein shall be in writing and may be delivered in person or sent by registered mail to the address of the parties shown herein. A notice by registered post shall be deemed to have been served seven (7) days after posting.

This agreement shall be governed by and construed in all respects in accordance with the laws of Kenya.

All the parties to this Agreement will after as well as before upon the Completion Date do all acts and things and sign and execute all documents and deeds requisite for the purposes of implementing the terms of this Agreement.

No failure or delay by the Vendor in exercising any right or remedy under this Agreement shall operate as waiver of the same nor shall any single or partial exercise of any right or remedy preclude any further exercise thereof or exercise of any other right or remedy available to the Vendor.

IN WITNESS WHEREOF this Agreement has been duly signed by the parties hereto the day and year first herein written.

SIGNED by the said vendor }
MICHAEL CHEGE NJOROGE }
}
in the presence of:- }
}
}
}
}

SIGNED by the said purchaser }
ALI NOOR }
in the presence of:- }
}
}
}
}
}

FIRST SCHEDULE

DRAFT BOARD RESOLUTION

Resolution of the Board of Directors of the Company passed pursuant to the Articles of Association of Company.

Appointment of the Additional Directors

The following persons be and are hereby appointed Directors of the Company with effect from the _____ day of _____, 2000 and the said additional Directors welcomed to the Board of Directors that is to say:

- 1.
- 2.

(b) The resignation of _____ and _____ be hereby accepted.

(c)
Company with effect from

be appointed as the new Auditors of the

(d)
Company with effect from

be appointed as the new Secretaries of the
2000.