

SHARE PURCHASE AGREEMENT

This Agreement is made and entered into on this 30th day of November 2000.

BETWEEN

UNAIINE, S.L.
C/ Manuela Torregrosa, 8
28028 Madrid, Spain

(The Seller)

and

OVERLAND INVESTMENTS INC.
2 Comercial Centre Square
Alofi, Niue

(The Purchaser)

WHEREAS

- I UNAIINE, S.L. means a company duly incorporated and existing under the laws of Spain (hereinafter, "the Seller").
- II OVERLAND INVESTMENTS INC. means a Company duly formed and existing under the laws of Niue (hereinafter, "the Purchaser").
- III APA MOTOR LIMITED (hereinafter, "the Company") means a company duly incorporated and existing under the laws of England, having its registered office at New Gallery House, 6 Vigo Street London W1X, 1AH, England and with Incorporation No.: 3161779.
- IV The Seller is the holder of good and valid title, free from any lien, pledge, encumbrance or charge, on:
 - SIXTY SIX THOUSAND, SIX HUNDRED AND FORTY SIX (66,646), of £1.00 (one pound) each at a premium of £4.55.- per share, of the Company.
 - TWO HUNDRED AND SIXTY EIGHT THOUSAND, FIVE HUNDRED AND FIFTY SIX (268,556) ordinary shares, of par value £1.00 (one pound) each, of the Company

These shares shall be hereinafter referred to as "the Shares".

V The Seller has the requisite power and authority to execute, deliver and put into action this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by the Seller and constitutes his legal, valid, and binding obligations, enforceable against him in accordance with its terms. The execution and delivery of this Agreement by the Seller and the consummation of the transactions contemplated hereby have been authorized by all required corporate action.

VI The Purchaser has the requisite power and authority to execute, deliver and put into action this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by the Purchaser and constitutes his legal, valid, and binding obligations, enforceable against him in accordance with its terms. The execution and delivery of this Agreement by the Purchaser and the consummation of the transactions contemplated hereby have been authorized by all required corporate action.

VII The Seller is interested in transferring to the Purchaser, who is in turn interested in acquiring from the Seller, the Shares, referred to in Recital IV above.

VIII In agreeing the consideration to be paid by Purchaser to Seller for the transfer of the Shares, the parties have taken into account the shares' par value the performance of the investments made by the company. In light thereof, it has been agreed that, the price to be paid for the shares shall be ninety six thousand, one hundred and sixty two euros.

Now, therefore, in consideration of the foregoing, the parties have agreed to enter into a share purchase agreement subject to the following

CLAUSES

1. Transfer of the Shares

- 1.1 Transfer. Subject to the terms and conditions set forth in this Agreement, the Purchaser hereby purchases from the Seller and the Seller transfers to the Purchaser any and all rights and obligations corresponding to the shares referred to in Recital IV above.

2. Consideration

It is agreed that the purchase price for the shares shall be *ninety six thousand, one hundred and sixty two euros (E 96,162)*.

3. Payments

3.1 Without prejudice of the foregoing the consideration for the shares shall be paid as follows:

- A first payment of *six thousand and ten euros (E6,010.)*, which shall be payable within two months as of completion date.
- A second and final payment of the remaining amount within eighteen months as of completion date.

3.2 Condition Subsequent. Second and final payment for the shares is subject to performance of the investments carried out by company and to the supply of documented proof of the assets solvency of the company.

4. Transfer of the Shares

For the purposes herein, "Completion Date" shall be the day first above written.

For the purposes herein, "Payment Date" shall be the dates mentioned at Clause 3.

On Completion Date, the Shares shall be deemed as transferred from the Seller to the Purchaser.

5. Representation, warranties and compliance

5.1 Representations and warranties by the Seller. The Seller hereby represents and warrants to the Purchaser that:

- (i) it is the holder of good and valid title on the Shares, free from obligations, liens, charges, pledges, encumbrances or judicial constrains;
- (ii) as of the date hereof, the Shares exist and give raise to valid and legal title;

5.2 The causes for the non-compliance with the maintenance and development of the investments shall be:

- (i) Bankruptcy of the company.
- (ii) The suspension of the company's payments or any other analogue situation which leads to the dissolution of the company.

Should these circumstances arise, the total consideration payable to the seller by purchaser shall be the amount paid up the date in which these circumstances may have arisen.

6. **Confidentiality and Notarial Intervention**

The parties hereby undertake to keep this Agreement and the documents and information related to it strictly confidential and not to disclose any information related to the performance and details of this transaction to any person or entity, except where prior written consent has been given by the other party or request for Notarial Intervention in Spain or elsewhere has been communicated by any of the parties or by any third person duly entitled to it or duly appointed, designated, authorised by them.

7. **Costs and Expenses**

All costs and expenses arising out of the execution of this Agreement, these including the costs of Notarial Intervention both in Spain or elsewhere will be borne by the Purchaser.

8. **Notices**

All notices to be made under this Agreement shall be made in writing and shall be sent by facsimiletecopier or delivered in hand to the following addresses and numbers:

If to the Purchaser:

2 Comercial Centre Square.
Alofi, Niue

If to the Seller:

C/ Manuela Torregrosa, 8
28028 Madrid, Spain

9. **Governing law and jurisdiction**

9.1 Governing law. This Agreement shall be governed by and construed in accordance with the laws of Spain.

10. **Arbitration**

10.1 Submission to arbitration: All disputes arising from this contract shall be finally settled

according to the International Chamber of Commerce's Rules of Conciliation and Arbitration by one arbitrator appointed pursuant to these Rules.

- 10.2 Place and Language: The Arbitration shall take place in Geneva, and shall be conducted in English.
- 10.3 Compliance with the Arbitral Award: The parties undertake to voluntarily comply with the arbitral award as soon as they have been duly notified thereof. In the event of noncompliance, the amount fixed in the award shall be increased annually, as a penalty, at rate of 20% calculated from the date that such award was issued to the date that the payment is effected. Should the award impose an obligation to do or to abstain from doing something, the award shall contain a penalty for the noncompliance of such obligation.

IN WITNESS WHEREOF the parties hereto agree to execute this agreement in double counterpart and to one sole effect in two (2) copies of five (5) pages each written on one side only, in the place and date first above written.

For and on behalf of
Unaine, S.L.
(The Seller)

Mr. Manuel M^o. Arias Rodriguez

For and on behalf of
Overland Investments Inc.
(The Purchaser)

Ramses Owens, Director

APOSTILLE

(Convention de la Haye du 5 octobre 1951)

1. Pays: Suisse
Le présent acte public
2. a été signé par Me P.P. Rigaud
3. agissant en qualité de Notaire
4. est revêtu du sceau/timbre de

- Attesté **03 JAN. 2001**
5. à Genève 6. le
7. République et Canton de Genève
8. sous N^o 0567
9. Sceau / timbre



Signature
CORNAIS administrateur

Seen for the legalisation of the beside signature
of Mr Ramses Owens.

Geneva, the 22nd December 2000

