**Share Purchase Agreement**

**THIS Share Purchase Agreement** (the “Agreement”) made and entered into this 16th day of September, 2014 (the “Execution Date”),

**BETWEEN**

**---------------------------------- Dubai, U.A.E**

(the “Seller”)

OF THE FIRST PART

And

**-------------------------------------------- Dubai, U.A.E**

(the “Purchaser”)

OF THE SECOND PART

**BACKGROUND**

1. The Seller is the owner of --------- shares (the “Shares”) of **------------------DWC – LLC** (the “Corporation”) that the Seller wishes to sell.
2. The Seller desires to sell the Shares to the Purchaser and the Purchaser desires to purchase the Shares from the Seller.

**IN CONSIDERATION OF** and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

**Purchase and Sale**

1. The Seller agrees to sell and the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in the Shares for an aggregate purchase price of Dirhams ------------------(the “Purchase Price”).
2. A fixed sum of Dirhams ------------------ will be payable on closing of this Agreement.
3. All payments will be in the form of certified cheque, wire transfer, or bank draft of immediately available funds. In the case of a direct wire transfer the Seller will give notice to the Purchaser of the bank account particulars at least 5 business days prior to the Closing Date.

**Representations and Warranties of the Seller**

1. The seller warrants and represents to the Purchaser as follows:
2. Except as provided in the incorporating documents of the Corporation or as indicated on the face of the certificates for the Shares, the Purchaser would not be prevented or restricted in any way from re-selling the Shares in the future.
3. The Seller is the owner in clear title of the Shares and the Shares are free of any lien, encumbrance, security interests, charges, mortgages, pledges, or adverse claim or other restriction that would prevent the transfer of clear title to the Purchaser.
4. The seller is not bound by any agreement that would prevent any transactions connected with this Agreement.
5. There is no legal action or suit pending against any party, to the knowledge of the Seller that would materially affect this Agreement.

**Closing**

1. The closing of the Purchase and sell of the Shares (the “Closing”) will take place on --------- 2014 (the “Closing Date”) at the offices of the Seller or at such other time and place as the Seller and the Purchaser mutually agree. At closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will deliver to the Purchaser duly executed transfers of the Shares.

**Closing Documents**

1. The Seller shall deliver to the Purchaser, in registrable form where applicable the following closing documents (the “closing documents”) , prepared or obtained at the Seller’s expense , on or before closing:

a) Certificates of the Shares duly assigned in accordance with the direction of the Purchaser together with satisfactory proof of the giving of any consent required for the assignment;

b) Such other assignments, consents, clearances or assurances as the Purchaser reasonably considers necessary or desirable to assure the Purchase of the proper and effective completion of this agreement.

**Expenses**

1. All parties agree to pay all their own costs and expenses in connection with this Agreement.

**Finder’s Fees**

1. No party to this Agreement will pay any type of finder’s fee to any other party to this Agreement or to any other individual in connection to this Agreement.
2. All Parties to this agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

**Dividends**

1. Any dividends earned by the Shares and payable before the Closing of this Agreement will belong to the Seller and any dividends earned by the Shares and payable after the Closing of this Agreement will belong to the Purchaser.
2. Any rights to vote attached to the Shares will belong to the Seller before the Closing and will belong to the Purchaser after the Closing.

**Governing Law**

1. The Purchaser and the Seller submit to the jurisdiction of the court of Dubai, U.A.E for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of United Arab Emirates

**IN WITNESS WHEREOF** the Seller and Purchaser have duly affixed their signatures under hand and seal on this 16th day of September, 2014

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Seller

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Purchaser