

SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this "**Agreement**") is made as of _____, 20____, between EXPEDEON HOLDINGS, LTD., a corporation organized under the laws of the United Kingdom ("**Seller**"), and EXPEDEON AG, a corporation organized under the laws of Germany ("**Buyer**"). Buyer and Seller are, individually, a "**Party**" or, collectively, the "**Parties**".

RECITALS

Expedeon Inc. ("**Expedeon US**") is a corporation organized under the laws of the State of California.

Seller is the owner of record of all shares in Expedeon US (the "**Seller's Shares**"), being [One Thousand (1,000)] shares of the common stock of Expedeon US.

Seller intends to sell the Seller's Shares to Buyer and Buyer intends to acquire the Seller's Shares from Seller in accordance with the terms and subject to the conditions set forth in this Agreement in a private stock sale transaction.

Now, therefore, the Parties agree as follows:

1. Purchase and Sale of Seller's Shares.

a. Seller agrees to sell and Buyer agrees to purchase all the rights, title, and interest of Seller in the Seller's Shares.

b. The purchase price to be paid by Buyer to Seller as consideration for the Seller's Shares amounts to _____ US Dollars (USD _____) (the "**Purchase Price**").

c. The Purchase Price shall be due on the date of this Agreement (the "**Due Date**") and shall be paid by Buyer by wire transfer, free of any bank charges and other fees and charges, to the bank account to be designated by Seller.

d. At the Due Date and on the condition that the Purchase Price has been received, Seller shall deliver to Buyer the stock certificate(s) representing the Seller's Shares, accompanied by assignments separate from certificate, duly executed in blank.

2. Representations and Warranties. Seller represents and warrants to Buyer as follows:

a. Seller is the record and beneficial owner of the Seller's Shares and the Seller's Shares are free of any lien, encumbrance, security interests, pledges or other restriction that would prevent the transfer of clear title to Buyer.

b. The Seller is not bound by any agreement which would prevent any transaction connected with this Agreement.

3. Miscellaneous.

a. Entire Agreement, Amendment. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, inducement, agreement, promise or understanding modifying or amending the terms hereof shall have any force and effect unless in writing and validly executed by the parties hereto.

b. Any amendment or supplement to or modification or termination of this Agreement, including this provision, shall be valid only if made in writing.

c. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns, heirs and personal representatives.

d. Each Party shall bear its own costs incurred by it in connection with the preparation, negotiation and execution of this Agreement. All registration, stamp and transfer taxes and duties that are payable as a result of the transactions contemplated by this Agreement shall be borne by Buyer.

e. This Agreement may be executed in any number of counterparts, each of which shall be treated as an original but all of which, collectively, shall constitute a single instrument.

f. All of the rights, remedies and benefits provided by the Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials as of the date first written above.

EXPEDEON HOLDINGS LTD.

By: _____
Name:
Title:

EXPEDEON AG

By: _____
Name:
Title:

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