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DATED

9<sup>th</sup> February 1994

PASSED FOR FILING

JAMES MICHAEL RAY

AND

COMBINED BREWERY SERVICES LIMITED

MEMORANDUM OF AN AGREEMENT

R.C. MOORHOUSE & CO.,  
16/17 EAST PARADE  
LEEDS  
LS1 2BR



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COMPANIES HOUSE 15/05/95

MEMORANDUM OF AN AGREEMENT dated

9<sup>th</sup> Feb 1994

1994

BETWEEN

JAMES MICHAEL RAY of The Spotted Ox Westfield Road Tockwith York YO5 5PY ("the Seller") and

COMBINED BREWERY SERVICES LIMITED whose registered office is at North Lane House 9b North Lane Headingley Leeds LS6 3HG ("the Buyer")

WHEREBY the parties desire to record the following:-

1. In this Memorandum (including the Schedules hereto) the following expressions shall have the following meanings respectively:

"the Business"

the Business of the design manufacture and sale of gantry systems and safe dray handling equipment and other associated activities carried on by the seller at Completion under the Name

"the Lease"

the Lease of the Property to be entered into between Selby District Council (1) and the Buyer (2)

"the Name"

Combined Brewery Services

"the Goodwill"

the goodwill of the business including the right to the exclusion of the Seller to trade under the Name and the exclusive right to carry on the Business in succession to the Seller

"the Fixed Assets"

the equipment owned by the Seller as specified in the First Schedule

"the Stock"

the stock used in connection with the Business

"the Intellectual

Patent No 2215695 Gantry Installation

Property"

International Patent Application No PCT GB 93/00859

Delivery Vehicle Handling System

British Patent Application No 9308563.7 Delivery  
Vehicle Handling System

and the copyright in all drawings specifications  
and designs used by the Vendor in the Business and  
all knowhow and confidential information relating  
thereto

"the Consideration  
Shares"

the 9,998 Shares of £1 each to be allotted by the  
Buyer to the Seller in satisfaction of the Price in  
accordance with the provisions of Clause 6

"the Purchase Price"

£ 9,998

"Completion"

the completion of legal formalities to record  
formally the sale and purchase of the Business  
which shall take place immediately on exchange of  
this Agreement

"the Effective Date"

1st October 1993

"Assets"

all the property assets and rights agreed to be sold  
and purchased under this Agreement

"Warranties"

the representations, warranties and undertakings  
contained or referred to in Clause 19 and/or the  
Second Schedule

"Assignment of Goodwill" the Assignment of Goodwill in the form set out in  
the Fourth Schedule

"the Assignment of the  
Intellectual Property" the various assignments of the Intellectual Property  
in the form set out in the Fifth Schedule

RECITAL

2.1 The Seller has carried on the Business for some time and caused the Buyer to be incorporated on 14th February 1992 so as to acquire the Business from the Seller. The Business has been carried on by the Buyer with effect from the Effective Date and this Memorandum is being entered into to record the agreement between the parties and to provide for the transfer to the Buyer of all the Assets used in the Business

2.2. The Buyer shall not have any responsibility or liability in respect of any assets of the Seller not specifically included in the sale and purchase or in respect of any liability in respect of such assets and the Seller binds himself to indemnify and keep indemnified the Buyer against any loss damage or expense as a result of or arising from any claims or demands whatsoever in respect of the same

#### SALE & PURCHASE

3. The Seller as beneficial owner has sold free from all liens charges and encumbrances and the Buyer relying on the Warranties has bought as at and from the Effective Date the Business as a going concern and all property assets and rights of the Vendor used in the Business including the following assets and the Purchase Price shall be apportioned between the assets as shown on the Estimate Statement of Affairs at 30th September 1993 save that the parties have agreed that the price of the Intellectual Property shall be £53,050.00

#### PURCHASE PRICE

4. The Purchase Price shall be met by the allotment to the Seller on completion of 9,998 ordinary shares of £1 each of the Buyer credited as fully paid

#### CREDITORS AND DEBTORS

5. Except for the liabilities shown in the Estimated Statement of Affairs as at 30th September 1993 the Seller shall continue to be responsible for all debts payable by and claims outstanding against him as at the Effective Date or arising by reason of any thing done or omitted to be done prior thereto including all monies wages (including accrued holiday pay) taxes rent and other expenses accrued as at the close of business on the Effective Date or in respect of any deed matter act or thing done or occurring up to that time and the Seller shall promptly discharge the same but subject thereto the Buyer shall from the commencement of business on the day after the Effective Date pay all proper monies, rent, expenses and outgoings accruing or incurred from that date in respect of the Business. Each party shall at all times indemnify the other against all actions, proceedings, costs, damages claims and demands in respect of its failure to comply with its obligations under this clause 5

#### COMPLETION

##### 6. On Completion

6.1. The Seller shall deliver to the Buyer:

6.1.1. The Assignment of the Goodwill

6.1.2. The Assignment of the Intellectual Property

6.1.3. so far as not already done the Fixed Assets and the Stock

6.1.4. all books documents and records relating to the Business

6.2. The Buyer shall allot to the Seller the Consideration Shares and hand over an appropriate Share Certificate in respect thereof

6.3 The Buyer shall pay to the Seller value added tax at the rate in force on Completion on the price of the Assets unless the requirements referred to in clause 11 hereof shall be satisfied on Completion

4. Nothing in this Agreement shall make the Buyer liable in respect of anything done or omitted to be done prior to the Effective Date by the Seller and the Seller shall indemnify the Buyer in respect of any liability including, without limitation, all losses, costs, claims, expenses, damages, legal and other fees) which it may incur as a result of anything so done or omitted to be done but the Buyer shall include in any indemnity insurance if such is taken out in connection with the Business cover for the activities of the Seller prior to the transfer of the Business to the Buyer

#### DELAYED COMPLETION

7.1. If completion shall not take place on the date hereof except by reason of any default of the Seller the Buyer shall pay to the Seller interest at the rate of 4% per annum above the base rate from time to time of Barclays Bank plc until actual completion on the purchase price

#### SIMULTANEOUS TRANSACTIONS

8.1. For the avoidance of doubt it is hereby declared that the sale and purchase of each of the assets sold are inter dependent and shall be completed simultaneously

#### PASSING OF TITLE

9. No title to any of the Assets hereby agreed to be sold shall pass to the Buyer until actual completion

#### UNDERTAKINGS

10.1. The Buyer hereby undertakes:

10.1.1. to pay all the debts and liabilities of the Business as at 1st October 1993 including those shown in the Estimated Statement of Affairs at 30th September 1993 together with any interest or other liability accrued thereon and to observe and perform all obligations relating to the Business

any of the assets hereby agreed to be sold

11.1.2. to indemnify the Seller against all costs losses claims and demands arising in respect of any breach or non-performance of the foregoing undertaking

11.2 The Seller undertakes to indemnify the Buyer against all costs losses claims and demands relating to or arising out of a claim by any person who alleges that they are or were at any time an employee of the Seller including (without limitation) a claim by such person that their contract of employment with the Seller has transferred to the Buyer

#### VALUE ADDED TAX

11.1. No value added tax shall be payable by the Buyer to the Seller in respect of any of the Assets Provided that

11.1.1. the Assets are for the use by the Buyer for carrying on the same kind of business as that carried on by the Seller and the Buyer hereby confirms that this is so; and

11.1.2. before completion the Buyer and the Seller shall have been registered as a taxable person for VAT purposes and the Buyer and the Seller hereby agree to procure their respective registration as aforesaid and to produce evidence thereof to the other party on completion

11.2. If the foregoing requirements are not satisfied on or before completion the Buyer shall pay VAT on the Assets at the standard rate ruling at completion

11.3 In any event all sums stated by way of Purchase Price herein are exclusive of VAT and the Buyer shall keep the Seller indemnified against all VAT payable hereunder upon receipt of an appropriate VAT invoice

11.4 The parties agree to use all reasonable endeavours to secure that

the transfer of the Assets under this Agreement is treated as neither a supply of goods nor as a supply of services for the purposes of VAT

11.5 The parties agree that they will give notice of the transfer of the Assets to HM Customs and Excise as required by the VAT legislation

#### INSURANCE

12. The Seller agrees that the Buyer shall have the benefit of any claim under any insurance policies maintained by the Seller (but without obligation in the Seller to maintain the same) in connection with the Business until completion including the burglary claim already submitted

#### NOTICES

13. Any notice required to be given hereunder shall be served by first class mail addressed to the address of the party for which it is intended set out hereinbefore and shall be deemed to have been served 48 hours after posting and in proving service it shall be sufficient to show that the envelope containing the notice was duly stamped and posted

#### FURTHER ASSURANCE

14.1 The Seller will do such acts and things and execute such deeds and documents as may be necessary fully and effectively to vest in the Buyer the assets hereby agreed to be sold and to assure to the Buyer the rights hereby agreed to be granted

14.2 The Seller confirms that he waives any interest (Leasehold or otherwise) he may have in the property at Plot 8 Sherburn in Elmet from which property the business is carried on

#### NO WAIVER

15. No waiver by either party of any of the requirements hereof or any of the rights hereunder shall release the other from full performance of its

remaining obligations stated herein

CONTINUING EFFECT

16. This Agreement shall remain in full force and effect after completion in respect of any matters covenants or conditions which shall not have been done observed or performed prior thereto and all obligations of the parties shall (except for any obligations fully performed on completion) continue in full force and effect notwithstanding the Completion of the sale and purchase hereby agreed to be made

OPTION TO RE-PURCHASE PATENTS

17.1 The Seller's agreement to transfer the Intellectual Property was conditional upon the Seller being allowed to re-purchase the Intellectual Property at any time after all the Buyer's cumulative redeemable preference shares of £1.00 each have been redeemed or transferred to the Seller or the Seller's wife or child or a nominee of the Seller and any guarantee (including monies deposited) given by Bayford & Company Limited to the Buyer's Bankers has been released or otherwise satisfied and the Buyer hereby grants to the Seller the option at any time thereafter to purchase the Intellectual Property and all rights and benefits appertaining to it for the sum of £53,050

17.2 The Seller shall exercise the Option by serving Notice in writing to that effect on the Buyer at its registered office at any time after the above requirements have been met and on the Seller exercising the Option the Buyer shall execute an Assignment of the Patent in the form set out in the Third Schedule and on delivery of such Assignment to the Seller the Seller shall pay to the Buyer the sum of £53,050

17.3 The Buyer shall in such assignment assign and be expressed to assign the

Intellectual Property as beneficial owner free from all incumbrances but subject to any licences granted under the Patents then comprised in the Intellectual Property

7.4 Immediately on completion of the assignment to the Seller the Seller shall grant to the Buyer a non exclusive licence to use the Intellectual Property in connection with the Buyer's business in the United Kingdom in consideration of a royalty at the rate of 10% of the selling price of all products supplied by the Buyer making use of the inventions which are the subject of the patents comprised in the Intellectual Property. The licence shall incorporate all such terms as are necessary to give business efficiency to the licence and are reasonable between the parties and provide reasonable protection for the interest of both parties and if the parties cannot agree upon the terms the dispute shall be referred to the decision of Counsel of at least ten years standing having experience in patent licensing who shall be appointed by agreement between the parties or in default of agreement appointed by the President for the time being of the Law Society and who shall be instructed to settle the licence in such form and with such provisions as he shall consider reasonable in the circumstances and whose fees shall be payable equally by the parties hereto

#### DISCLAIMER

18. The Buyer admits that:-

18.1 It enters into this Agreement upon the basis of the terms hereof and not in reliance upon any statement made whether orally or in writing by or on behalf of the Seller and except as expressly set out or referred to in this Agreement no warranty or representation in respect of the

Business and the Assets hereby agreed to be sold whether oral written express or implied by or on behalf of the Seller is given and all such warranties or representations are excluded

This Agreement contains the entire agreement between the parties

#### WARRANTIES

1. The Seller represents and warrants to the Buyer that save as set out in the Disclosure Letter the Warranties and undertakings set out in the Second Schedule are true and accurate in all respects and not misleading

2. The rights and remedies of the Buyer in respect of any breach of the Warranties shall not be affected by completion of the purchase of the Business

3. No claim shall be brought by the Buyer in respect of any breach of the Warranties unless notice in writing of the claim specifying in reasonable detail the event matter or default which gives rise to the claim the breach that results and the amount claimed has been given to the Seller not later than the expiration of 4 years from the date hereof. Any such claim shall be deemed to have been withdrawn if it has not been previously settled satisfied or withdrawn if legal proceedings in respect of it have not been commenced and served on the Seller within 12 months of the notice being given

4. The Warranties were given by the Seller to the Buyer on the Effective date and have been repeated in full on the date hereof

#### CERTIFICATE OF VALUE

1. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the

consideration exceed £60,000.00

AS WITNESS the hands of the hands of the parties hereto the day and year  
first before written

THE FIRST SCHEDULE

**Fixed Assets**

Cost

Photocopier

470

Dictating Machine

318

Drill

266

THE SECOND SCHEDULE

PART I

OWNERSHIP OF ASSETS

1.1. The Seller owns absolutely all the Assets free from incumbrances and has not agreed to grant any security or other incumbrance in respect thereof.

1.2. The Stock is of merchantable quality and saleable at normal selling prices. It is not obsolete unusable or unmarketable

1.3. The Seller is not engaged in any litigation or arbitration proceedings as Plaintiff or Defendant and there are no such proceedings pending and the Seller is not aware of any facts which are likely to give rise to any such proceedings

2.1 The Seller has not manufactured or sold products which were or are or will become in any material respects faulty or defective or which did not or do not comply in any material respect with any warranties or representations expressly or impliedly given by the Seller or with all applicable regulations standards and requirements

2.2. The Seller has not accepted any liability or obligation to service

repair maintain take back or otherwise do or not do anything in respect of any goods or products that would apply after the goods or products have been delivered by it

#### EMPLOYEES

3.1 The Seller has no employees and the seller is not under any legal or moral liability or obligation or exgratia arrangement or promise to pay pensions gratuities superannuation allowance or the like to any person

#### INTELLECTUAL PROPERTY

4.1 The Seller is the Beneficial owner of the Intellectual Property rights and so far as the seller is aware the Business does not infringe any patent registered design trade mark copyright or other intellectual or industrial property right of any other person or give rise to a liability to pay compensation pursuant to the Patents Act 1977 Section 40 and 41. The seller has not granted any Licence under the Patent and does not require any Licence in relation to any other intellectual or industrial property

#### ACCOUNTS AND FINANCIAL MATTERS

5.1 The financial position of the Business was that disclosed in the Statement of Affairs of the Business as at 30th September 19 93

5.2. All Value Added Tax (VAT) liability of the Business has been properly declared and paid on the due dates and there is no existing liability for VAT

#### THE THIRD SCHEDULE

THIS ASSIGNMENT made the

day of

1994 BETWEEN

- (1) COMBINED BREWERY SERVICES LIMITED whose registered office is at North Lane House 9b North Lane Headingley Leeds LS6 3HG ("the Assignor") and
- (2) JAMES MICHAEL RAY of The Spotted Ox Westfield Road Tockwith York YO5

5PY ("the Assignee")

**WITNESSETH AS FOLLOWS:-**

1. The Assignor is the Registered Proprietor of the United Kingdom Patent Number
2. Pursuant to an agreement between the Assignor and the Assignee dated and in consideration of the sum of £53,050 paid by the Assignee to the Assignor the Assignor as Beneficial Owner assigns to the Assignee the Patent together with all the Assignor's rights and interest in respect of it
3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £60,000.00

**THE FOURTH SCHEDULE**

**THE ASSIGNMENT OF GOODWILL**

THIS ASSIGNMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 1994. BETWEEN  
JAMES MICHAEL RAY of The Spotted Ox Westfield Road Tockwith York YO5 5PY  
(hereinafter called "the Vendor") of the one part and COMBINED BREWERY  
SERVICES LIMITED whose registered office is at North Lane House 96 North Lane  
Headingley Leeds LS6 3HG (hereinafter called "the Purchaser") of the other  
part

**WHEREAS**

- (1) This Deed is supplemental to a Memorandum of Agreement (hereinafter called "the Agreement") dated the \_\_\_\_\_ day of \_\_\_\_\_ 1994 and made between the Vendor (1) and the Purchaser (2)
- (2) The price payable under clause 3.1.2. of the Agreement for the Goodwill as therein defined has been agreed between the parties in the sum of one

pound

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the sum of one pound now paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby assigns unto the Purchaser **ALL THAT** the goodwill interest and connections of the Vendor of and in the business of the design manufacture and sale of gantry systems and safe dray handling equipment and other associated activities hitherto carried on by him under the style or title of Combined Brewery Services
2. The provision of the Agreement shall remain in full force and effect as if the same had been herein repeated in full
3. This document is executed as a Deed

**IN WITNESS** whereof the parties have executed this document as a Deed the day and year first before written

**SIGNED AND DELIVERED** as a Deed

by the said **JAMES MICHAEL RAY** in  
the presence of:-

**EXECUTED AND DELIVERED** as a Deed  
on behalf of **COMBINED BREWERY SERVICES**  
**LIMITED** by:

**THE FIFTH SCHEDULE**  
**ASSIGNMENTS OF INTELLECTUAL PROPERTY**

AN ASSIGNMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 1994 BETWEEN

- (1) JAMES MICHAEL RAY of The Spotted Ox Westfield Road Tockwith York YO5 5PY ("the Applicant") and
- (2) COMBINED BREWERY SERVICES LIMITED whose registered office is at North Lane House 9b North Lane Headingley Leeds LS6 3HG ("the Assignee")

WITNESSETH AS FOLLOWS:-

1. The Applicant has applied for an International Patent Application Number PCTGB93/00859 relating to delivery vehicle handling system and has agreed that the Assignee should be substituted as the Applicant in his place

2. Pursuant to an Agreement between the Applicant and the Assignee dated \_\_\_\_\_ the Applicant as beneficial owner assigns to the

Assignee absolutely and free from all incumbrances the Patent Application together with all the Applicant's rights and interest in respect of it

3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £60,000.00

IN WITNESS whereof the parties hereof have executed this Deed the day and year first above written

SIGNED as a Deed by JAMES

MICHAEL RAY in the presence

of:

COMMON SEAL of COMBINED  
ERY SERVICES LIMITED was  
unto affixed in the presence

Director  
Secretary

THIS ASSIGNMENT made the

day of

1994 BETWEEN

(1) JAMES MICHAEL RAY of The Spotted Ox Westfield Road Tockwith York YO5 5PY ("the Applicant") and

(2) COMBINED BREWERY SERVICES LIMITED whose registered office is at North Lane House 9b North Lane Headingley Leeds LS6 3HG ("the Assignee")

WITNESSETH AS FOLLOWS:-

1. The Applicant has applied for a United Kingdom Patent, Application Number 9308563.7 in respect of a delivery vehicle handling system and has agreed that the Assignee should be substituted as the Applicant in his place

2. Pursuant to an Agreement between the Applicant and the Assignee dated the Applicant as beneficial owner assigns to the Assignee absolutely and free from all incumbrances the Patent Application together with all the Applicant's rights and interest in respect of it

3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £60,000.00

IN WITNESS whereof the parties hereof have executed this Deed the day and year first above written

SIGNED as a Deed by JAMES

MICHAEL RAY in the presence

of:

THE COMMON SEAL of COMBINED  
BREWERY SERVICES LIMITED was  
hereunto affixed in the presence  
of:

Director

Secretary

THIS ASSIGNMENT made the

day of

1994 BETWEEN

(1) JAMES MICHAEL RAY of The Spotted Ox Westfield Road Tockwith York YO5 5PY ("the Assignor") and

(2) COMBINED BREWERY SERVICES LIMITED whose registered office is at North Lane House 9b North Lane Headingley Leeds LS6 3HG ("the Assignee")

WITNESSETH AS FOLLOWS:-

1. The Assignor is the Registered Proprietor of the United Kingdom Patent Number 2215695 relating to Gantry Installations

2. Pursuant to an agreement between the Assignor and the Assignee dated the Assignor as Beneficial Owner assigns to the Assignee the Patent together with all the Assignor's rights and interest in respect of it

3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £60,000.00

IN WITNESS whereof the parties hereof have executed this Deed the day and year first above written

SIGNED as a Deed by JAMES

MICHAEL RAY in the presence

of:

THE COMMON SEAL of COMBINED  
BREWERY SERVICES LIMITED was  
hereunto affixed in the presence  
of:

Director

Secretary

SIGNED by *VIVIAN MARGARET RAY*

duly authorised on behalf of COMBINED

BREWERY SERVICES LIMITED in the

presence

of:

*J. N. Pihl*  
*S. M. L.*  
*L. M.*

~~Director~~

Secretary

*Vivian M. Ray*

SIGNED by JAMES

MICHAEL RAY in the presence

of: