

Dated *27* June, 2000

Allen & Overy 31/10/00

CERTIFIED
TRUE COPY

UNITED ADVERTISING PUBLICATIONS PLC

and

PVILLAS.CO.UK LIMITED

AGREEMENT FOR TRANSFER OF DOMAIN NAME

ALLEN & OVERY

London
CO:748370.2



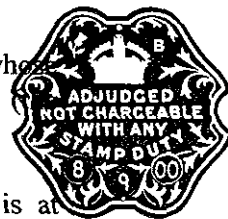
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THIS AGREEMENT is made on 27 June, 2000 BETWEEN:

- (1) UNITED ADVERTISING PUBLICATIONS PLC (registered number 01377454) whose registered office is at Link House, 25 West Street, Poole, Dorset BH15 1LL ("Transferor"); and
- (2) PVILLAS.CO.UK LIMITED (registered number 3978999) whose registered office is at Ludgate House, 245 Blackfriars Road, London SE1 9UY (the "Transferee").



WHEREAS:

- (A) The Transferor is the registered and beneficial owner of the Domain Name (as defined below).
- (B) The Transferor wishes to transfer and the Transferee wishes to purchase all rights to and in the Domain Name (including the goodwill therein) on the terms set out in this Agreement.

IT IS AGREED as follows:

1. In consideration of the sum of £10 satisfied by the allotment of two ordinary shares of £1 in the Transferee (the "**Consideration**"), the Transferor hereby agrees to assign and transfer with full title guarantee to the Transferee (or to such person as the Transferee may in writing direct, the "**Nominee**") the domain name "Pvillas.co.uk" of the ".co.uk" generic top level domain (the "**Domain Name**"), together with all rights deriving from being the registered proprietor of the Domain Name throughout the world, including without limitation the right to be registered as the proprietor of the Domain Name and all renewals, revivals and extensions of time of the Domain Name.
2. The Transferor shall send a letter on the headed notepaper of the Transferor to Nominet UK (a company registered in England and Wales with company number 3203859) marked for the attention of the Transfer Department specifying the Domain Name and requesting a transfer form to register the transfer of the Domain Name to the Transferee (or if the Transferee so directs, the Nominee). The Transferor and the Transferee (or the Nominee) shall execute such forms as are required by Nominet UK to register the Domain Name in the name of the Transferee or the Nominee.
3. The Transferor agrees to execute any further documents and do all things which may be necessary or desirable to vest the Domain Name and attached rights in the Transferee (or Nominee).
4. The Consideration will be paid by the Transferee to the Transferor when a query of the Nominet UK database results in the registrant of the Domain Name being shown as the Transferee (or Nominee).
5. The Transferor undertakes to the Transferee:
 - (1) to procure that the Transferor's service provider will do all things necessary as requested by the Transferee to transfer the Domain Name or assist in registration of the Domain Name in the name of the Transferee or such other party as the Transferee may direct;

- (2) to cease using the Domain Name in all respects once the Domain Name has been registered in the name of the Transferee, notice of which will be given by the Transferee to the Transferor;
 - (3) to cease using the email addresses incorporating the Domain Name in all respects once the Domain Name has been registered in the name of the Transferee or Nominee;
 - (4) that any person who has been authorised to use a sub-domain or web-pages under the Domain Name (a third party user) shall be informed that he or she may not continue such use upon the signature of this letter and that a substitute address shall (if appropriate) be proposed to any such person;
 - (5) that it will immediately stop using any stationery (including, without limitation, letter headings, envelopes, business cards, contracts, brochures and other marketing material) which includes reference to the Domain Name.
6. The Transferee agrees to provide all reasonable assistance required by the Transferor for the purposes of effecting the transfer of the Domain Name. The Transferee agrees to pay the reasonable costs and expenses incurred pursuant to clauses 2 and 3 by the Transferor in transferring the Domain Name.
 7. This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either party may enter into this agreement by executing a counterpart.
 8. This agreement shall be governed by and construed in accordance with English law.

AS WITNESS the hands of the duly authorised representatives of the parties on the date which appears first on page 1.

SIGNED by
for and on behalf of
**UNITED ADVERTISING
PUBLICATIONS PLC**

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[Signature] for **CROSSWALL Nominees Ltd.**

SIGNED by
for and on behalf of
**PVILLAS.CO.UK
LIMITED**

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[Signature]

Authorised Signatory for
UNM INVESTMENTS LIMITED
Director