

5304741

DATED 20 DECEMBER 2004

- (1) FAITHFUL LIMITED
- (2) EVER 2521 LIMITED

AGREEMENT

For the sale and purchase of the business and assets of
Faithful Limited



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THIS AGREEMENT is made on

20 DECEMBER

2004

BETWEEN

- (1) **FAITHFUL LIMITED** (registered number 01212204) (to be re-named UKH Limited) whose registered office is at Northwick Works, Northwick Road, Worcester, WR3 7DU ("the Vendor"); and
- (2) **EVER 2521 LIMITED** (registered number 05304741) (to be re-named Faithful Limited) whose registered office is at Eversheds House, 70 Great Bridgewater Street, Manchester M1 5ES ("the Purchaser").

OPERATIVE PROVISIONS

1. INTERPRETATION

In this Agreement:

- 1.1 the following expressions have the following meaning unless inconsistent with the context:

"the Accounts"	the audited accounts of the Vendor for the financial year ending on 31 December 2004, comprising a balance sheet, a profit and loss account, notes, directors, and auditors reports
"the Business"	the business of manufacture and distribution of industrial workwear carried on by the Vendor under the names of Faithful, Moffats and Turtons
"Business Assets"	all the property, undertaking, rights and assets of the Business as more particularly specified in clause 2.1
"Business Claims"	all rights and claims of the Vendor under any warranties, conditions, guarantees, indemnities or insurance policies subsisting at the Transfer Date whether express or implied in favour of the Vendor in relation to any one or more or all of the Business Assets
"Business Day"	any day (other than Saturday or Sunday) on which Clearing Banks are open for a full range of banking transactions
"Business Intellectual Property"	all Intellectual Property Rights owned by the Vendor in respect of or relating to the Business
"Business Know How"	that Know How which is used in or relates to the Business but which is not used or held under the terms of a Contract

"Clearing Bank"	a bank which is a member of CHAPS Clearing Company Limited
"Completion"	completion of the sale and purchase in accordance with clause 5
"Computer Systems"	all computer hardware, Software, microprocessors and firmware and any other items that connect with any of them which in each case are used in the Business or are in the possession of the Vendor
"Confidential Information"	<p>means all information not publicly known and which is treated by the Vendor as confidential and is used in or which otherwise relates to the Vendor's business, its customers or financial or other affairs, including, without limitation, information relating to:-</p> <ul style="list-style-type: none"> (a) the marketing of products or services including, without limitation, customer names and lists and other details of customers, financial information, sales targets, sale statistics, market share statistics, prices, market research reports and surveys and advertising or other promotional materials; or (b) future projects, business development or planning, commercial relationships and negotiations; <p>existing in whatever form.</p>
"the Consideration"	the aggregate consideration payable for the Business Assets as stated in clause 3.1
"the Contracts"	the contracts entered into prior to the Transfer Date by or on behalf of the Vendor in connection with the Business including licences with licensors of Intellectual Property Rights and/or Know How licensed for use in the Business which remain (in whole or in part) to be performed or which continue in force
"the Creditors"	all liabilities, debts and obligations of the Vendor arising from the operation of the Business prior to the Transfer Date including all the amounts payable in respect of goods or services supplied to the Vendor in respect of the Business prior to the Transfer Date

"the Debts"	the aggregate amount owing (whether or not then due and payable) to the Vendor at the Transfer Date in connection with the carrying on of the Business up to the Transfer Date (including for the avoidance of doubt all inter-company debts)
"the Deed of Participation"	the deed of participation in the form reasonably required by the Trustees to be executed by the Purchaser and the Trustees pursuant to clause 2.9
"the Domain Names"	the domain names listed at Schedule 4 and any websites associated with the Business
"the Droitwich Lease"	the lease dated 25 September 1992 and made between (1) Mr and Mrs G A Richards and Antler Industrial Buildings Limited and (2) Turton Safety (Manufacturing) Limited in respect of property at Unit 3, The Furlong, Berry Hill Industrial Estate, Droitwich
"the Employees"	all employees of the Vendor employed in the Business at the Transfer Date and listed at Schedule 1 (excluding for the avoidance of doubt Stephen Hall and Keith Pennington who will not transfer to the Purchaser)
"the Excluded Assets"	the assets listed in Schedule 3
"the First Landlord"	the Borough of Telford and Wrekin of Civic Offices Telford Shropshire
"the Goodwill"	the goodwill and undertaking of the Vendor in relation to the Business and the Trade Names together with the exclusive right for the Purchaser to represent itself as carrying on the Business in succession to the Vendor
"Independent Accountant"	a single independent chartered accountant or an independent firm of chartered accountants to be agreed upon by the Vendor and the Purchaser or (in the default of agreement within 10 Business Days) to be selected at the instance of either of them by the President for the time being of the Institute of Chartered Accountants in England and Wales

“Intellectual Property Rights”

copyrights, moral rights, related rights, patents, supplementary protection certificates, petty patents, utility models, trade marks, trade names, service marks, rights, database rights, semiconductor topography rights, plant variety rights, rights in unfair competition, rights in undisclosed or confidential information (such as Know-How, trade secrets and inventions (whether patentable or not)), and other similar intellectual property rights (whether registered or not) and applications for such rights as may exist anywhere in the world

“Know How”

all inventions, discoveries, improvements, designs, techniques, computer programs, methods, processes and information (including that comprised in or derived from formulae, techniques, designs, specifications, drawings, component lists, manuals, codes of practice, instructions and catalogues)

“the Marketing Information”

all information relating to the marketing of the Business including all customer names and lists and customer records, sales targets, sales statistics, marketing surveys and reports, marketing research and all advertising material, circulars, handbills, tradecards and promotional material

“Net Asset Value”

the sum (in pounds sterling) equal to the excess in the value of the Business Assets over the amount of the Creditors as specified and evidenced in the Accounts (save that the amount to be attributed to each of the Goodwill, the Contracts, the Confidential Information, the Marketing Information, the Records and the Business Claims shall be £1)

“the Pension Scheme

the Faithful Limited Pension Scheme established by an interim deed dated 14 March 1978

“the Plant and Equipment”

the fixed and loose plant, machinery and equipment, fittings and other chattels (including office equipment) and motor vehicles owned and/or used by the Vendor in the Business whether or not situate at Unit C, Halesfield 10, Telford, Shropshire or Unit 3, the Furlong, Berry Hill Industrial Estate, Droitwich

“the Records”

all files, records and documents containing information relating to the Business, the Business

	Assets or the Employees, including those required for VAT purposes, (in whatever form stored) other than those relating to the Excluded Assets
"the Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 1981
"the Second Landlord"	Gratton Developments Limited
"Special Provisions Order"	the Value Added Tax (Special Provisions) Order 1995
"the Stock"	the stocks owned or used by the Vendor at the Transfer Date for the purpose of or in connection with the Business including goods or other assets purchased for resale, consumable stores, raw materials and components, work-in-progress, partly finished and finished goods (and including items supplied by a supplier subject to reservation of title)
"Software"	any form of computer program, including applications software and operating systems and in each case whether in source, object or machine code form
"the Telford Lease"	the lease dated 30 January 1987 made between (1) Telford Development Corporation and (2) Faithful Limited in respect of Property at Unit C, Halesfield 10, Telford, Shropshire
"the Trade Names"	all trade names used in or associated with the Business including for the avoidance of doubt but not limited to those listed in Schedule 2
"the Transfer Date"	the close of business on the date of this Agreement
"the Trustees"	the trustees of the Pension Scheme
"VAT"	Value Added Tax
"VATA"	The Value Added Tax Act 1994
1.2	references to any statutory provisions will be construed as including references to any earlier or subsequent statutory provisions in force at any time prior to Completion which they have, or by which they have been, directly or indirectly amended or replaced;
1.3	references to persons will be construed so as to include bodies corporate, unincorporated associations and partnerships;

- 1.4 references to a document being "in the agreed terms" will be construed as references to that document in the form agreed and initialled by or on behalf of the parties;
- 1.5 the words "include", "including" and "included" will be construed without limitation unless inconsistent with the context;
- 1.6 references to clauses and Schedules are to the clauses of and Schedules to this Agreement, and references to paragraphs are to paragraphs in the Schedule in which such references appear;
- 1.7 the Schedules form part of this Agreement and will have the same effect as if in the body of this Agreement; and
- 1.8 the headings to the clauses and paragraphs will not affect its construction.

2. SALE AND PURCHASE

- 2.1 The Vendor will sell with full title guarantee (unless otherwise specified in this Agreement) and the Purchaser will buy as at the Transfer Date the Business as a going concern together with the following rights and assets of the Business:-
 - 2.1.1 the Business Intellectual Property;
 - 2.1.2 the Business Know How
 - 2.1.3 the benefit (but subject to the burden) of the Contracts;
 - 2.1.4 the Goodwill;
 - 2.1.5 the Confidential Information;
 - 2.1.6 the Marketing Information;
 - 2.1.7 the Computer Systems;
 - 2.1.8 the Debts;
 - 2.1.9 the Plant and Equipment;
 - 2.1.10 the Records;
 - 2.1.11 the Stock;
 - 2.1.12 the Business Claims;
 - 2.1.13 the Domain Names; and
 - 2.1.14 without prejudice to the generality of the foregoing all other property, assets and rights of the Vendor used in connection with the Business at Completion (save for the Excluded Assets).
- 2.2 The Purchaser will assume with effect from Completion the Vendor's obligation to discharge the Creditors to the extent that the same are reflected in the Accounts.

- 2.3 Each of the Business Assets will be sold and bought free from any claim, charge, lien, encumbrance, equity or third party right and with all rights attached to it unless otherwise specified in this Agreement.
- 2.4 If any of the Stock is subject to any reservation of title in favour of any third party the Vendor will not be deemed to sell such Stock with full title guarantee and the Vendor's right to possess, deal in and perfect the title to such Stock will pass to the Purchaser to the greatest extent to which the Vendor is able to pass them on and from Completion.
- 2.5 There are excluded from the sale and purchase under this Agreement the Excluded Assets.
- 2.6 The Purchaser will not be obliged to complete the purchase of any of the Business Assets unless the purchase of all the Business Assets is completed in accordance with this Agreement.
- 2.7 The Vendor will use all reasonable endeavours to obtain the First Landlord's licence to the assignment of the Telford Lease from the Vendor to the Purchaser as soon as possible from the date hereof and upon completion of the said licence, the Vendor shall assign, and the Purchaser shall accept an assignment of the Telford Lease in the form of the assignment deed appended hereto at Appendix 1 (or such other form as the Vendor and the Purchaser shall, both acting reasonably, agree).
- 2.8 The Vendor will use all reasonable endeavours to obtain the Second Landlord's licence to the assignment of the Droitwich Lease from the Vendor to the Purchaser as soon as possible from the date hereof and upon completion of the said licence, the Vendor shall assign, and the purchaser shall accept an assignment of the Droitwich Lease in the form of the Form TR1 appended hereto at Appendix 2 (or such other form as the Vendor and the Purchaser shall, both acting reasonably, agree).
- 2.9 Subject to Inland Revenue approval (which the Vendor will obtain), the Vendor will procure that the Purchaser can participate in the Pension Scheme with effect from Completion and for this purpose the Purchaser will enter into the Deed of Participation as soon as possible after the date hereof.

3. CONSIDERATION

- 3.1 The Consideration for the sale of the Business and the Business Assets will be a sum equating to the Net Asset Value.
- 3.2 The Consideration will be satisfied on Completion by the issue by the Purchaser to the Vendor of 999 ordinary shares of £1 each in the capital of the Purchaser.
- 3.3 The Vendor will supply the Purchaser with the Accounts immediately upon their having been signed off by the Vendor's auditors.
- 3.4 In the event of there being any dispute between the parties as to the Net Asset Value such dispute will be referred to the decision of the Independent Accountant. The Independent Accountant (whose costs shall be borne as he shall determine) shall act

as an expert (not as an arbitrator) and his decision shall (save in the case of manifest error) be final and binding on the parties.

4. VALUE ADDED TAX

- 4.1 All amounts expressed in this Agreement as being payable by the Purchaser are expressed exclusive of any VAT which may be chargeable.
- 4.2 The parties intend that section 49 VATA and Article 5 Special Provisions Order will apply to the transfer of the Business Assets and the Vendor and the Purchaser will each use its reasonable endeavours to secure that pursuant to the provisions referred to above the sale of the Business Assets is treated as neither a supply of goods nor as a supply of services for the purposes of VAT but as the transfer of a business as a going concern.
- 4.3 The Vendor will not after Completion make any requests to HM Customs & Excise for a direction under sub-section 49(1)(b) VATA that the records relating to VAT will be preserved by the Vendor rather than the Purchaser. The Purchaser undertakes to preserve such records for such periods as may be required by law and to allow the Vendor and its agents access to, and to take copies of, such records on reasonable notice during normal business hours.
- 4.4 If HM Customs & Excise notify the Vendor that they do not agree that any part of the sale pursuant to this Agreement falls within section 49 VATA and Article 5 Special Provisions Order, the Vendor will forthwith on receipt of such notification or on Completion (whichever is the later) issue to the Purchaser a valid VAT invoice in respect of the sale of the Business Assets (or the relevant part of them). The Purchaser will forthwith on receipt of such invoice pay to the Vendor the VAT charged and return to the Vendor all records relating to VAT in respect of such Business Assets.

5. COMPLETION

Completion of the sale and purchase of the Business and the Business Assets will take place after the signing and exchange of this Agreement, when:

- 5.1 the Vendor will deliver to the Purchaser:
 - 5.1.1 all of the Business Assets which are capable of transfer by delivery whereupon the title thereto will pass to the Purchaser by such delivery;
 - 5.1.2 a certified copy (in the form necessary for filing) of the special resolution for the change of name of the Vendor in the agreed terms together with a cheque in favour of the Registrar of Companies for the filing fee;
 - 5.1.3 all vehicle registration documents issued by the Department of Transport in respect of any motor vehicles comprised in the Plant and Equipment together with all MOT test certificates and all road fund licences therefor;
 - 5.1.4 the Records and the Marketing Information;

- 5.1.5 minutes of a duly convened and quorate board meeting of the Vendor authorising the execution of this Agreement, and all other documents to be executed by the Vendor upon Completion; and
- 5.2 The Purchaser will deliver to the Vendor minutes of a duly convened and quorate board meeting of the Purchaser authorising the execution of this Agreement and all other documents to be executed by the Purchaser on Completion.
- 5.3 At Completion the Purchaser shall procure that (i) appropriate shareholder resolutions of the Purchaser are passed to increase (to the extent necessary) the share capital of the Purchaser and to authorise its directors to allot shares equal to the value of the Consideration and (ii) a meeting of the directors and shareholders of the Purchaser is convened and held at which shares in the capital of the Purchaser to the value of the Consideration are allotted and issued to the Vendor in each case credited as fully paid subject to and in accordance with the Memorandum and Articles of Association of the Purchaser and the Purchaser shall deliver to the Vendor a definitive share certificate in respect thereof.
- 5.4 On completion of the assignment of the Telford Lease and the Droitwich Lease respectively, the Vendor shall deliver to the Purchaser the original leases and all documents ancillary thereto.

6. **CONTRACTS**

- 6.1 Subject to the provisions of **clause 7** and the other provisions of this **clause 6** the Purchaser will with effect from Completion adopt, perform and fulfil the Contracts.
- 6.2 In so far as the benefit (subject to the burden) of any of the Contracts cannot be transferred by the Vendor to the Purchaser except by way of an agreement or novation or with consent to the assignment from a third party then this Agreement will not operate to transfer the benefit of any such Contract and:
- 6.2.1 the Vendor will, at its own expense when required to do so by the Purchaser, use its best endeavours (with the co-operation of the Purchaser) to procure that such Contracts are novated or assigned or consent is obtained as soon as is reasonably practicable (provided that the Purchaser will not be obliged to make any payment, give any security or provide any guarantee as the basis for any such novation, assignment or consent);
- 6.2.2 subject to **clause 6.3**, unless and until any such Contracts are novated or assigned or consent is obtained, the Vendor will continue its corporate existence, will hold the benefit of such Contracts upon trust for the Purchaser absolutely and will account to the Purchaser for any sums or any other benefits received by the Vendor in relation thereto without any deduction or withholding of any kind;
- 6.2.3 subject to **clause 6.3**, the Purchaser will, as the Vendor's agent, perform all the obligations of the Vendor relating to the period after the Transfer Date;
- 6.2.4 subject to **clause 6.3**, unless and until any such Contracts are novated or assigned or consent is obtained the Vendor will act in accordance with the

reasonable directions of the Purchaser in all matters relating to such Contracts for so long as the Vendor is required and authorised so to do by the Purchaser.

- 6.3 If notwithstanding the best endeavours of the Vendor pursuant to **clause 6.2**, the rights and obligations of the Vendor under any Contract sold to the Purchaser cannot be transferred to the Purchaser whether by way of novation or assignment or because any necessary consent is not forthcoming or is refused or otherwise not obtained on terms reasonably satisfactory to the Purchaser within 20 Business Days of having been sought, then the Purchaser will be entitled (but shall not be obliged) by notice in writing to the Vendor to require the Vendor to exclude the same from the Business Assets whereupon such Contract or Contracts shall no longer be treated as Contracts for the purposes of this Agreement.
- 6.4 Without prejudice to the rights and obligations of the Vendor and the Purchaser pursuant to the provisions of **clause 6.2** those provisions will not, so far as concerns any third party, constitute any novation or assignment of the rights under the relevant Contracts to the extent that any such novation or assignment would, without the prior consent of the persons who are parties thereto, constitute a breach thereof.

7. LIABILITIES

- 7.1 Nothing in this Agreement will make the Purchaser liable in respect of anything done or omitted to be done by the Vendor up to the Transfer Date in relation to the use of the Business Assets or the carrying on of the Business generally up to the Transfer Date other than as may have been specifically assumed by the Purchaser under this Agreement. The Vendor will indemnify the Purchaser in full against any liabilities (which liability will include all losses or costs, claims, expenses and damages including legal and other professional fees and expenses) which the Purchaser may suffer or incur, directly or indirectly, as a result of anything so done or omitted to be done by the Vendor including any failure by the Vendor in the performance of any of the obligations of the Vendor falling due up to the Transfer Date under any of the Contracts.
- 7.2 Nothing in this Agreement will make the Vendor liable in respect of anything done or omitted to be done by the Purchaser after the Transfer Date or in relation to the use of the Business Assets or the carrying on of the Business by the Purchaser generally after the Transfer Date other than as may have been specifically assumed by the Vendor under this Agreement and the Purchaser will indemnify the Vendor in full against any loss or damage or any liability (which liability will include all losses or costs, claims, expenses and damages including legal and other professional fees and expenses) which the Vendor may suffer or incur and a result of anything so done or omitted to be done by the Purchaser including any failure in the performance of any of the obligations falling due after the Transfer Date under any of the Contracts.

8. EMPLOYEES

- 8.1 The parties acknowledge and agree that, pursuant to the Regulations the contracts of employment between the Vendor and the Employees (save in so far as they relate to any old age, invalidity and survivors' benefits under an occupational pension

scheme) will have effect after the Transfer Date as if originally made between the Purchaser and the Employees.

- 8.2 The Vendor will keep the Purchaser indemnified in full against all actions, proceedings, costs, claims, demands, awards, fines, orders, expenses and liabilities (including legal and other professional fees and expenses) whenever arising, directly or indirectly, in connection with:

- 8.2.1 the termination of the employment of any of the Employees (whether or not terminated by the giving of notice, and if by the giving of notice, whenever that notice expires) by the Vendor up to and including the Transfer Date or of any other employees of the Vendor whether before, on or after the Transfer Date;
- 8.2.2 any act or omission of the Vendor up to and including the Transfer Date in respect of the employment of the Employees by the Vendor and any claim by any person other than an Employee relating to that person's employment by the Vendor; and
- 8.2.3 the failure of the Vendor to inform and consult with any appropriate representative (as defined by the Regulations) or Employee with regard to affected employees (as defined in the Regulations) except to the extent that any such action or claim (or any part of such action or claim) arises from any failure by the Purchaser to give the Vendor the information required from the Purchaser to enable the Vendor to comply with its obligations under the Regulations.

- 8.3 The Purchaser will keep the Vendor indemnified in full against all actions, proceedings, reasonable costs, claims, demands, awards, fines, orders, expenses and liabilities (including reasonable legal and other reasonable professional fees and expenses) arising, directly or indirectly in connection with:

- 8.3.1 the termination by the Purchaser of the employment of any of the Employees (whether or not terminated by the giving of notice and, if by the giving of notice, wherever that notice expires) at any time after the Transfer Date; and
- 8.3.2 any act or omission of the Purchaser at any time after the Transfer Date in respect of the employment of any of the Employees by the Purchaser.

9. INFORMATION, ACCESS AND FUTURE ENQUIRIES

- 9.1 Without prejudice to any other provision of this Agreement, the Purchaser and its agents will be entitled on giving reasonable notice to have access during normal business hours and to take copies (at its own expense) of any books, documents or other records (including computer records) relating (whether wholly or partly) to the Business and the Business Assets and which have not been delivered to the Purchaser and the Vendor and its agents will have like rights of access to and to take copies of any of the Records other than records relating to VAT in which case **clause 4.3** will apply.

9.2 Any books, documents or records referred to in this **clause 9** (other than records relating to VAT) will be retained by the Vendor or the Purchaser as the case may be in the United Kingdom.

9.3 The Vendor will promptly refer all enquiries relating to the Business to the Purchaser and assign to the Purchaser all orders relating to the Business which the Vendor may receive after the Transfer Date.

10. **ACCRUALS, PREPAYMENTS AND APPORTIONMENTS**

10.1 If and to the extent that the Vendor has prior to Completion received any deposit or payment in advance in respect of any Stock it shall account to the Purchaser for the same upon Completion. To the extent that any payment is made to the Vendor after Completion generally in relation to the carrying on of the Business by the Purchaser after Completion the Vendor will receive the same as trustee, will record such payment separately in its books and will account to the Purchaser for the same as soon as reasonably practicable and in any event within 5 Business Days of receipt.

10.2 Subject to the provisions of clause 10.1 this clause 10 will apply to both expenditure and outgoings (including all employment costs and holiday pay (including accrued holiday pay)) and receipts and receivables attributable to the use of the Business Assets or the carrying on of the Business during the period both up to and after the Transfer Date.

10.3 Where any item of expenditure or outgoing, receipt or receivable relates to a period both up to and after the Transfer Date it will be apportioned rateably over the period to which it relates, save that any such item the cost of which can be related to the particular service used will, so far as practicable, be apportioned on the basis of charges actually incurred up to and after the Transfer Date and will be discharged accordingly.

10.4 Any such items (or apportioned parts) as are attributable to periods or events up to the Transfer Date will be due to or from (as the case may be) the Vendor and those attributable to periods or events after the Transfer Date will be due to or from (as the case may be) the Purchaser.

10.5 Where receipts and receivables attributable to the use of the Business Assets or the carrying on of the Business relate to a period both up to and after the Transfer Date (but not including any deposit or payments in advance in respect of Stock referred to in clause 10.1) they will be apportioned in accordance with clause 10.4 and will belong to and be enforceable by the parties accordingly.

10.6 Any claim for apportionment and reimbursement will be made by the Vendor or the Purchaser, as the case may be, to the other by notice in writing supported by copy documents evidencing the amount of the same and the calculation of the apportionment. All sums due will be paid within 10 Business Days of receipt of a notice of apportionment.

11. **DEBTS**

- 11.1 The Purchaser will be entitled to collect the Debts for its own account and the Vendor will give to the Purchaser all such reasonable assistance as the Purchaser may require to enable the Purchaser to collect in the Debts. Save as aforesaid the Vendor will take no other action in relation to the Debts.
- 11.2 Any sums received by the Vendor after the Transfer Date in relation to any of the Debts will belong to the Purchaser and the Vendor will pay the same to the Purchaser as soon as practicable and in any event within 5 Business Days of receipt by the Vendor.

12. **ANNOUNCEMENTS**

No announcement concerning the transactions contemplated by this Agreement will (save as required by law) be made by the Vendor or the Purchaser except with the prior written approval of the other party.

13. **COSTS**

Each party to this Agreement will bear its own costs and expenses relating to this Agreement except where otherwise expressly stated.

14. **NOTICES**

- 14.1 Any notice or other communication given in connection with this Agreement will be in writing and will be delivered personally or sent by prepaid first class post (or airmail if overseas) or by fax to the recipient's address set out in this Agreement or to such other address and/or fax number as may be notified to the other parties in accordance with this **clause 14**;

- 14.2 Any notice shall be deemed given:

14.2.1 if delivered personally, upon delivery at the address set out in this Agreement;

14.2.2 if sent by prepaid first class post, on the second Business Day after posting it; or

14.2.3 if sent by airmail, on the sixth Business Day after posting it; or

14.2.4 if sent by fax on completion of its transmission;

Provided that if it was delivered by hand or sent by fax on a day which is not a Business Day or after 4pm on a Business Day, it will instead be deemed to have been given or made on the next Business Day.

- 14.3 Any such demand, notice or other communication will, in the case of service by post or delivery by hand, be addressed to the recipient at the recipient's address stated in this Agreement or such other address as may from time to time be notified in writing by the recipient to the sender as being the recipient's address for service and will, in

the case of service by facsimile, be sent to the recipient using a facsimile number then used by the recipient.

15. GENERAL

- 15.1 This Agreement will be binding on and enure for the benefit of each party's successors.
- 15.2 Except in so far as they have been fully performed at Completion, the provisions of this Agreement will continue in full force and effect notwithstanding Completion.
- 15.3 The parties agree that they will do or procure the doing of all such acts and things and execute or procure the execution of all such documents as may be required on or subsequent to Completion to vest in the Purchaser legal and beneficial ownership of the Business Assets in accordance with this Agreement and otherwise to give effect to its terms including without limitation procuring the execution of any document that may be reasonably required for the Purchaser to become the registrant of any domain names.
- 15.4 Failure or delay by any party in exercising any right or remedy under this Agreement will not operate as a waiver of it.
- 15.5 The Vendor undertakes with the Purchaser to duly file (or procure that there is duly filed) the original of the special resolution referred to in **clause 5.1.2**.
- 15.6 Any waiver of any breach of, or any default under any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
- 15.7 The rights and remedies expressly provided for by this Agreement will not exclude any rights or remedies provided by law.
- 15.8 This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered will be an original, but all the counterparts will together constitute one and the same agreement.
- 15.9 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or any terms of this Agreement will be governed by English law. The English courts will have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.
- 15.10 Except as stated in this Agreement, the parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

SCHEDULE 1

Employees

Employees/Monthly

PAYROLL REF	NAME
0906	W. SPITTLE
0667	P. JENKINS
0707	N. O'BRIEN
0883	S. KINGDON
0967	A.J. TURNER
0984	D. KENNEY
0725	J. CLIFFORD
0809	P.C. JONES
0632	M. OWEN
0713	R.A. JAMES
0863	B.D. WHEAL
0949	S.A. WARR
0998	P.N. DANBY
0890	S. STIMSON
0897	M. MACKINNON
0952	J.K. BROOKES
0955	M.E. BEECH
0972	K.A. ALLIES
0981	L.J. JOYCE
0703	J. BURTON
0724	J. NORMOYLE
1104	R. MIDENCE
0630	S. LUCY
0894	P. GIBSON
0989	C.Z. MARTIN
0711	F.S. HUGHES
0920	A. SANDYFORD-SYKES
0991	M.E. CLARK
0716	B.J. JONES

Employees/Weekly

PAYROLL REF	NAME
1398	K. BIRD
1055	P. BURTON
1396	M. COLCOMB
1314	W. EVANS
1328	F. WATERS
4308	G. WILLIAMS
1280	J. BROADWAY
1235	J. BROOKES
4377	D. COOPER
1208	C. CRACROFT
4374	J. DAY
1003	L. DAY
1281	M. DYSON
1105	D. GURNEY
1107	M. GWYNNE
4302	K. KELLY
1256	A. LEWIS
1016	J. LEWIS
1012	D. NORBURY
1122	K. MORRIS
1244	D. ORTON
1041	E. SHEPPERD
1022	L. SHUKER
1007	M. TURNER
3065	S. BEACH
3121	J. BRUETON
3241	J. CLARKE
3097	J. CROUDACE
3004	M. DODD
3083	R. EVANS
3135	B. FORD
3005	M. GANDY
3285	B. GRIFFITHS
3190	J. HICKMAN
3286	M. HOOF
3266	S. HOUGH
3237	P. JOHNSON
3232	G. LAKE
3283	C. LOWE
3260	T. WARD

3278	C. MILLWARD
3238	D. MORGAN
3086	L. NORTHWOOD
3200	J. OWEN
3001	D. PIGGFORD
3195	S. PIGGFORD
3017	S. PLANT
3053	W. POOLER
3295	L. POWELL
3022	S. PRITCHARD
3272	V. REYNOLDS
3284	A.M. ROBERTS
3196	K. ROUND
3259	H. SEARS
3293	J. SMITH
3018	L. SWINDERMAN
3003	M. WAKEFIELD
3250	E. WARD
3037	J. WEAVER
3006	L. GREEN
3007	N. PAYNE
3009	C. MASON
3010	J. FRAME
3012	S. THOMAS
3013	M. SPATE
3014	S. CALLISTER
6	V. BENNETT
5	E. BRADLEY
56	L. BUTCHER
70	MANUEL COSTA
69	MARIA COSTA
75	M. DICAPITA
2	P. DYER
57	L. FELTON
47	C. GREENHOUSE
52	E. LODGE
72	J. LOVERIDGE
31	C. LYMER
27	E. MINTON
77	J. PALMER
74	A. SENTER
10	V. TAYLOR
28	P. TURLEY
52	S. VANES
26	R. WAKEFIELD

4	S. WARMAN
48	P. WHITE
36	L. WHITEHOUSE

SCHEDULE 2

Trade Names

1. Faithful
2. Faithful Technical Services
3. Club Collection
4. Butterfly Collection
5. Club Generation
6. Additions
7. Dritex
8. Sovereign
9. Moffats
10. Turtons

SCHEDULE 3

Excluded Assets

1. All investments in the subsidiaries of the Vendor

SCHEDULE 4

The Domain Names

1. faithful.co.uk
2. faithful.biz
3. turtonslimited.com

APPENDIX 1

Deed of Assignment Telford Lease

DATED

2004

- (1) FAITHFUL LIMITED
- (2) EVER 2521 LIMITED

ASSIGNMENT

relating to leasehold premises known as
Unit C, Halesford 10, Telford, Shropshire

PARTICULARS

Date

Seller

FAITHFUL LIMITED (registered number 1212204)
whose registered office is at Northwick Works,
Northwick Road, Worcester, Worcestershire WR3 7DU

Buyer

EVER 2521 LIMITED (registered number 5304741)
whose registered office is at Eversheds House, 70 Great
Bridgewater Street, Manchester M1 5ES

Covenants

The tenant's covenants and conditions to be complied
with by the tenant of the Lease.

Lease

A lease dated 30 January 1987 made between (1) Telford
Development Corporation and (2) Faithful Limited,
together with all deeds and documents supplemental to it
at the date of this Assignment.

Liability Period

The period from and including the date of this
Assignment to and including the end of the term of years
granted by the Lease and any continuation of it or, if
earlier, the date on which the Buyer is released from the
Covenants pursuant to the Landlord and Tenant
(Covenants) Act 1995.

Plan

The plan attached to this Assignment which has been
approved by the landlord of the Lease.

Premises

The leasehold premises known as Unit C, Halesfield, 10
Telford, Shropshire described in more detail in the Lease.

THIS ASSIGNMENT is made on the date set out in the Particulars

BETWEEN

- (1) the Seller; and
- (2) the Buyer.

OPERATIVE PROVISIONS

1. ASSIGNMENT

- 1.1 The Seller assigns the Lease to the Buyer with full title guarantee for the unexpired period of the term of the Lease.
- 1.2 The Buyer is to use all reasonable endeavours to register title to the Lease at the Land Registry as soon as reasonably practicable after the date of this Assignment and, on completion of the registration, it to provide to the Seller official copies of the title to the Lease showing the Buyer registered as proprietor together with a copy of any title plan produced by the Land Registry as part of that registration.
- 1.3 For the purpose only of the Buyer's application to register title to the Lease at the Land Registry, the Seller and the Buyer confirm to the Land Registrar that the Premises are shown more particularly edged red on the Plan. This clause 1.3 does not vary the terms of the Lease or any plan attached to the Lease.

2. INDEMNITY COVENANT

- 2.1 The Buyer covenants with the Seller that the Buyer will comply throughout the Liability Period with the Covenants and will indemnify the Seller against all actions, claims, demands and proceedings taken or made against the Seller and all costs, damages, expenses, liabilities and losses incurred by the Seller arising from their breach.

3. VARIATION OF TITLE GUARANTEE

- 3.1 The covenant set out in section 2(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to include any obligation on the Seller to pay the costs of complying with that covenant but instead shall extend to include an obligation on the Part of the Buyer to pay those costs.
- 3.2 The covenants set out in section 4(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any breach of the Covenants relating to the physical state of the Premises.

4. CERTIFICATE OF VALUE

The parties certify that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the sum of £150,000.00 (one hundred and fifty thousand pounds).

5. **EXECUTION**

The Seller and the Buyer have executed this Assignment as a deed and it is delivered on the date set out in the Particulars.

SIGNED as a deed by
FAITHFUL LIMITED
acting by a director and its secretary
or two directors

)
)
)
)

Director

Director / Secretary

SIGNED as a deed by
EVER 2521 LIMITED
acting by a director and its secretary
or two directors

)
)
)
)

Director

Director / Secretary

APPENDIX 2

Form TR1 for Droitwich Lease

**Transfer of whole
of registered title(s)**

Land Registry

TR1

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- ☐ It is certified that this instrument falls within category _____ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- ☒ It is certified that the transaction 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 exceeds the sum of £ 150,000.00
- ☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title Number(s) of the Property *Leave blank if not yet registered.*

3. Property

Unit 3, The Furlong, Berry Hill Industrial Estate, Droitwich, Hereford and Worcester

4. Date

5. Transferor *Give full names and company's registered number if any.*

Faithful Limited (Company Registration Number 1212204).

6. Transferee for entry on the register Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.

EVER 2521 LIMITED (Company Registration Number 5304741)

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

7. Transferee's intended address(es) for service (including postcode) for entry on the register You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.

Northwick Works, Northwick Road, Worcester, WR3 7DU

8. The Transferor transfers the Property to the Transferee.

9. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

☐ The Transferor has received from the Transferee for the Property the sum of In words and figures.

☐ Insert other receipt as appropriate.

☒ The transfer is not for money or anything which has a monetary value

10. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

☒ full title guarantee

☐ limited title guarantee

The covenant set out in section 2(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to include any obligation on the Transferor to pay the costs of complying with that covenant but instead shall extend to include an obligation on the part of the Transferee to pay those costs.

Continued on Form CS

11. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

☐ The Transferees are to hold the Property on trust for themselves as joint tenants

☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

☐ The Transferees are to hold the Property Complete as necessary.

12. . Additional provisions *Insert here any required or permitted statements, certificates or applications and any agreed covenants, declarations, etc.*

12.1 In this transfer, the following words and expressions have the following meanings

"Covenants" the tenant's covenants and conditions to be complied with by the tenant of the Lease.

"Lease" the lease dated 25 September 1992 made between (1) Mr and Mrs G A Richards and Antler Industrial Buildings Limited and (2) Turion Safety (Manufacturing) Limited registered under the Title Number together with all deeds and documents supplemental to it at the date of this Transfer.

"Liability Period" the period from and including the date of this Transfer to and including the end of the term of years granted by the Lease and any continuation of it or, if earlier, the date on which the Transferee is released from the Covenants pursuant to the Landlord and Tenant (Covenants) Act 1995.

"Plan" the plan attached to this transfer which has been approved by the Landlord of the Lease.

12.2 References to the Transferee include the Transferee's successors in title to the Property.

12.3 The Transferee covenants with the Transferor that the Transferee will comply with the Covenants throughout the Liability Period and will indemnify the Transferor against all actions, claims, demands and proceedings taken or made against the Transferor and all costs, damages, expenses, liabilities and losses incurred by the Transferor arising from their breach.

13. **Execution** *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferees' covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

Signed as a deed by FAITHFUL LIMITED
acting by a director and its secretary or two
directors

Sign here

Director

Director / Secretary

Signed as a deed by EVER 2521 LIMITED
acting by a director and its secretary or two
directors

Sign here

Director

Director / Secretary

Continuation sheet
for use with application
and disposition forms


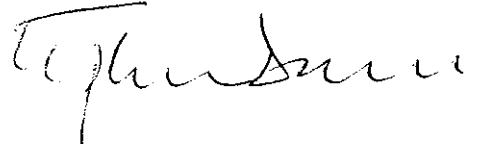
Land Registry

CS

1. Continued from Form	TR1	Title Number(s)
2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".		
Panel 10 continued		
<p>The covenants set out in section 4(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any breach of the Covenants relating to the physical state of the Property and the Transferor and the Transferee jointly request that the Land Registrar notes this variation on the registered title.</p>		

Continuation sheet 1 of 1


SIGNED AS A DEED by
FAITHFUL LIMITED
acting by a director and its secretary
or two directors

) 
)
)
) 

Director

Director / Secretary

SIGNED AS A DEED by
EVER 2521 LIMITED
acting by a director and its secretary
or two directors

) 
)
)
)

Director



Director / Secretary