

ashurst

1384967

Agreement

Anker (UK) Limited

and

Riva Group Limited (UK) Limited

We certify this to be
a true copy
Ashurst LLP

Ashurst LLP

TUESDAY



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A21	04/11/2008	261
	COMPANIES HOUSE	
RM	27/10/2008	5
	COMPANIES HOUSE	

for the assignment of certain indebtedness

25 June 2008

THIS AGREEMENT is made on

25 June 2008

BETWEEN

- (1) **ANKER (UK) LIMITED** (No 02168644) whose registered office is at Torex Houghton Hall Park, Houghton Regis, Dunstable, Bedfordshire, United Kingdom, LU5 5YG (the "**TRSL**"), and
- (2) **RIVA GROUP LIMITED** (No 01384967) whose registered office is at Torex Houghton Hall Park, Houghton Regis, Dunstable, Bedfordshire, United Kingdom, LU5 5YG ("**RIVA**")

WHEREAS:

- (A) RIVA is a wholly owned subsidiary of AUK
- (B) Pursuant to the terms of an assignment agreement between Torex Retail Holdings Limited ("**TRHL**") and AUK dated _____ TRHL assigned to AUK the benefit of an inter-company receivable in the sum of 1,859,076 (the "**Debt**") owned by Anker Systems Limited ("**ASL**") to TRHL upon the terms of a loan agreement dated *2 June 2008*
- (C) AUK has agreed to assign the benefit of the Debt to RIVA on the terms set out in this agreement (the "**Assignment**")

THE PARTIES AGREE AS FOLLOWS:

1 ASSIGNMENT

- 1 1 In consideration of the Assignment, RIVA shall, upon execution of this agreement, issue at a premium to AUK 1 ordinary share of £1 00 each in the authorised capital of RIVA credited as fully paid and ranking pari passu in all respects with the existing ordinary shares of £1 00 each in the capital of RIVA
- 1 2 As soon as practicable after the execution of this agreement, the parties shall give notice to ASL of the Assignment in the form attached in the schedules

2 GENERAL

- 2 1 This agreement (together with any documents referred to herein) constitutes the entire agreement between the parties hereto in connection with the subject matter hereof
- 2 2 This agreement and all rights and benefits hereunder shall be binding upon and enure for the benefit of successors of the parties but shall not be assignable at law or in equity without the prior written consent of the other party hereto
- 2 3 Each of the parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the Assignment and any other matters contemplated by this agreement
- 2 4 If any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby
- 2 5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Act against the parties to it by any other person
- 2 6 This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed

by and construed in accordance with English law and each of the parties irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or settle any disputes, which may arise out of or in connection with this agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England

IN WITNESS whereof this agreement has been executed on the date first above written

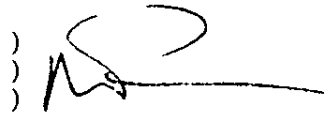
Signed by
for and on behalf of
RIVA GROUP LIMITED

)
)
)



Signed by
For and on behalf of
ANKER (UK) LIMITED

)
)
)



SCHEDULE 1

Notice of Assignment

Anker Systems Limited
Torex Houghton Hall Park
Houghton Regis
Dunstable
Bedfordshire
United Kingdom
LU5 5YG

25 June 2008

Dear Sir

RE: ASSIGNMENT OF DEBT OWED BY ANKER SYSTEMS LIMITED ("ASL")


By an assignment agreement dated 25 June 2008 between (1) Anker (UK) Limited ("**AUK**") and (2) Riva Group Limited ("**RIVA**"), AUK has been assigned the benefit of a debt of £ owed by Anker Systems Limited to AUK

This letter provides you with notice of this assignment in accordance with section 136 of the Law of Property Act 1925

I enclose a duplicate of this letter and I would be grateful if you would sign and return it as an acknowledgement of safe receipt

Yours sincerely

For and on behalf of
Riva Group Limited



Name

We hereby acknowledge receipt of your letter dated 25 June 2008, of which this is a copy of the same

For and on behalf of
Anker Systems Limited



Name

Date