DATED

fh <u>August 2000</u>

NO. 1583

**BLUBECKERS LIMITED** 

(1)

ANTHONY ROBERT HANCOCK

(2)

TRACY LEE HANCOCK

(3)

**AGREEMENT** - relating to the -

SALE AND PURCHASE OF BLUBECKERS EATING HOUSE, **SHEPPERTON** 

> WE CERTIFY THIS TO BE A TRUE AND COMPLETE PHOTOGRAPHIC COPY OF THE ORIGINAL LAWRENCE GRAHAM SOLICITORS



AWRENCE GRAHAM

190 STRAND, LONDON WC2R 1JN TEL; 020 7379 0000 FAX: 020 7379 6854



COMPANIES HOUSE

10/11/01

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130 DUTY 11315 THIS AGREEMENT is made on PEN too

BETWEEN:

+ Inv £130

(1) BLUBECKERS LIMITED (registered in England and Wales no. 1994330) registered office is at The Mill House, North Warnborough, Hook, Hampshi RG25 1ET (the "Purchaser");

ANTHONY ROBERT HANCOCK whose address is South **(2)** South Warnborough, Odiham, Hampshire ("AH"); and

TRACY HANCOCK whose address is South Warnborough **(3)** Warnborough, Odiham, Hampshire ("TH").

### **WHEREAS**

- The Vendors, as a partnership, currently carry on the Business from the Property (A)
- The Vendors have agreed to sell the Business to the Purchaser on the terms and (B) subject to the conditions set out in this Agreement.

# NOW IT IS AGREED as follows:-

### 1. DEFINITIONS AND INTERPRETATION

In this Agreement (including the Recitals) the following words and expression 1.1 shall (unless the context requires otherwise) have the following meanings:-

"Accounts"

the accounts of the Purchaser as at 31 July 2000 1100 to be prepared in accordance with the terms of share purchase agreement to be entered into or around 18 August 2000 between AH and TH and Lionheart Holdings Limited relating to the sale of the entire issued share capital of the Purchaser.

"Assets"

the Property, the Fixtures and Fittings and all other property, rights and assets of and used in the Business described in Clause 2;

1

"Business"

the business currently carried on by the Vendors at the Property comprising the business of operating a public house/restaurant as subsisting on Completion;

"Completion"

completion of the sale and purchase of the Business and the Assets in accordance with the provisions of Clause 4 and the other matters contemplated hereby;

"Completion Date"

the date of this Agreement;

"Consideration"

the consideration for the sale of the Business and the Assets as described in Clause 3;

"Consideration Shares"

219 ordinary shares of £1 each in the Purchaser to be allotted and issued to the Vendors, pursuant to this Agreement credited as fully paid;

"Contracts"

all contracts, agreements and arrangements entered into prior to Completion by any or all of the Vendors exclusively in connection with the Business and/or the Assets and in the ordinary course of business which at Completion remain to be completed or performed (in whole or in part other than in relation to the Employees);

"Debts"

means all book debts and other debts accrued or accruing to the Business as at Completion;

"Employees"

those persons who are listed in Schedule 2;

"Fixtures and Fittings"

all fixed and immovable plant, machinery and equipment on the Property (which shall be treated as forming part of the Property) and all other plant, machinery, electronic point of sale machines, other tills, spare parts, tools, equipment (including refrigeration and heating counters. kitchen equipment, cleaning equipment and materials and computer and ancillary equipment), chattels, glassware, crockery, furnishings, carpets, curtains. furniture, fixtures and fittings owned by the Vendors (to the extent they are not included as part of the Property);

"Goodwill"

the goodwill of the Business together with the right for the Purchaser to use the name "Blubeckers" and the exclusive right to represent itself as carrying on the Business in succession to the Vendors;

"Liabilities"

all liabilities and obligations of any nature whatsoever owed by the Vendors in the ordinary course of the Business as at Completion;

"Liquor Licence"

a justices' on-licence for the sale and supply of alcoholic liquor within the meaning of section 1 of the Licensing Act 1964;

"Parties"

the parties to this Agreement and "Party" shall be construed accordingly;

"Property"

the Freehold Property details of which are set out in Schedule 1:

"Property Transfer"

the form of transfer in respect of the Property in the agreed form;

"Trading Stock"

all the consumable stocks (including wet and dry stocks) appropriate to the Business and

owned by the Vendors at the Property at Completion;

"Transfer Regulations"

the Transfer of Undertakings (Protection of

Employment) Regulations 1981, as amended;

"VAT"

United Kingdom value added tax;

"VATA 1994"

the Value Added Tax Act 1994;

"VAT Order"

the Value Added Tax (Special Provisions) Order

1995;

"Vendors"

together AH and TC.

- 1.2 References to Clauses, sub-clauses and the Schedule are unless otherwise stated references to Clauses and sub-clauses of and the Schedule to this Agreement.
- 1.3 Any document expressed to be "in the agreed form" means a document in a form agreed by (and for the purpose of identification signed or initialled by or on behalf of) the Parties.
- 1.4 References in this Agreement to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made from time to time under such provisions (but not so as to produce any greater liability for any of the Parties than would have existed under the relevant provision in the form in which it stood as at the date of this Agreement).
- 1.5 The headings in this Agreement are for convenience only and shall not affect the construction hereof.
- 1.6 Words denoting the singular shall include the plural and vice versa. Words denoting any gender include all genders.

1.7 References to a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established; references to a "person" shall be construed so as to include any individual, firm, company, government, state or agency of the state or any joint venture, association or partnership (whether or not being a separate legal personality).

### 2. ASSETS TO BE SOLD

The Vendors shall sell with full title guarantee and the Purchaser shall purchase free from all encumbrances as a going concern as at and with effect from Completion the Business and the Assets comprising:-

- 2.1 the Property;
- 2.2 the Goodwill;
- 2.3 the Fixtures and Fittings;
- 2.4 the Trading Stock;
- 2.5 the Debts; and
- 2.6 the benefit of the Contracts (subject, as between the Purchaser and the Vendors, to the burden of the same).

### 3. CONSIDERATION

- 3.1 The consideration payable at Completion by the Purchaser to the Vendors in respect of the Assets referred to in this sub-clause shall be the total of the sums set out in sub-clauses 3.1.1 to 3.1.6 (inclusive) below (exclusive of any applicable VAT) apportioned between the Assets concerned as follows:-
  - 3.1.1 the Property and the Goodwill £900,000;
  - 3.1.2 the Fixtures and Fittings £ the value attributed to the same in the Accounts;
  - 3.1.3 the Contracts £1;

- 3.1.4 the Trading Stock £ the value attributed to the same in the Accounts; and
- 3.1.5 the Debts £ the value attributed to the same in the Accounts;

and the consideration payable shall be satisfied by the issue of the Consideration Shares.

### 4. COMPLETION

- 4.1 Completion shall take place on the Completion Date when all of the following business shall be transacted:-
  - 4.1.1 the Vendors shall deliver to the Purchaser the duly executed Property

    Transfer;
  - 4.1.2 the Vendors shall give possession to the Purchaser of the Assets hereby agreed to be sold;
  - 4.1.3 the Vendors shall deliver to the Purchaser all such original books, records and other documents as are available (or copies of the relevant parts thereof where not available) relating exclusively to the Business and/or the Assets as the Vendors may have in their possession and such of the Assets as are capable of transfer by delivery (it being agreed that such delivery shall take place at the place where they are situated), whereupon the title thereto shall pass to the Purchaser by such delivery;
  - 4.1.4 the Purchaser shall procure that:-
    - (a) a meeting of the board of directors of the Purchaser is held at which the Consideration Shares shall be issued to the Vendors;
       and
    - (b) share certificates for such Consideration Shares shall be delivered to the Vendors; and

### 5. TITLE AND RISK

- 5.1 Title to the Assets and risk of loss or damage to the Assets shall pass to the Purchaser on the Completion Date.
- 5.2 In the event of any breach of the Agreement by the Vendors, the Purchaser shall have no right to rescind the Agreement but shall only be entitled to claim damages in respect thereof and subject to and upon terms set out in this Agreement.

# 6. CONTRACTS

- Each of the Vendors shall take all reasonable steps and co-operate fully with the Purchaser (any costs arising to be shared equally between the Vendors and the Purchaser) in order to procure the assignment of the Contracts to which it is a party to the Purchaser.
- To the extent that the benefit and/or the burden of any of the Contracts are not assignable without the consent of another party or without a novation agreement, this Agreement shall not constitute an assignment or an attempt at assignment if such assignment or attempted assignment would constitute a breach of the relevant Contract. In the event that such consent or novation is required for any such assignment, the relevant Vendor will use all reasonable efforts to obtain the consent of the other party to such assignment to the Purchaser, if so requested by the Purchaser.
- Unless and until such consent or novation is obtained, the relevant Vendor will cooperate with the Purchaser in any reasonable arrangements proposed by the
  Purchaser designed to provide for the Purchaser the benefits under any of the
  Contracts, including enforcement at the cost and for the account of the Purchaser
  of any and all rights of the relevant Vendor against the other party thereto whether
  arising out of the cancellation by such other party or otherwise and, prior to any
  such arrangements, the relevant Vendor shall be deemed to hold the benefit of each
  such Contract on trust for the Purchaser and shall account to and be indemnified by
  the Purchaser accordingly.

Subject to any required consent or novation, with effect from Completion Date the Purchaser shall be entitled to the benefit of the Contracts and shall perform the outstanding obligations of the Vendors under the Contracts and shall fully indemnify the Vendors against all losses, liabilities, costs, charges, expenses, actions, proceedings, claims and demands brought or made against or incurred by any of the Vendors in respect of such Contract by reason of or in connection with the non-performance of such obligations by the Purchaser after Completion.

# 7. EMPLOYEES

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- 7.1 The Vendors and the Purchaser accept that this Agreement and the sale of the Business to be effected by it are governed by the Transfer Regulations and Completion shall be the "time of transfer" under the Transfer Regulations.
- 7.2 In accordance with the Transfer Regulations, the Purchaser shall treat the contract or other terms of employment of each of the Employees as automatically transferred to it with effect from Completion Date and accordingly shall employ them on their terms and conditions of employment immediately prior to the Completion Date.
- 7.3 Without prejudice to the generality of any other provision of this Agreement, the Purchaser shall on and from the Completion Date assume responsibility for the performance of all the obligations of the employer in relation to the Employees in respect of the period after the Completion Date as well as before including, but without limitation, discharging all wages and salaries of the Employees and shall indemnify the Vendors against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees) or demand arising from the Purchaser's failure so to discharge on as well as before the Completion Date.
- 7.4 The Purchaser shall indemnify and keep indemnified the Vendors against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees) and demand arising out of or in connection with:-
  - 7.4.1 any change in the working conditions of any Employee to his or her detriment occurring on or after the Completion Date;

- 7.4.2 the change of identity of employer occurring by virtue of the Transfer Regulations and/or this Agreement being significant and detrimental to any Employee;
- 7.4.3 the employment by the Purchaser on or after the Completion Date of any of the Employees other than on terms at least as good as those enjoyed immediately prior to that date or the termination of the employment of any Employee on or after that date; or
- 7.4.4 any claim by any Employee (whether in contract or in tort or under statute (including the Treaty of Rome and any Directives made under the authority of that Treaty) for any remedy (including, without limitation, for unfair dismissal, redundancy, statutory redundancy, equal pay, sex or race discrimination) as a result of any act or omission by the Purchaser on or after the Completion Date.

### 8. LICENCES

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- 8.1 If the Liquor Licence is not vested solely in a Employee, the Vendors shall cooperate fully with the Purchaser and the Vendors and the Purchaser shall each use
  their respective reasonable endeavours to obtain Protection Orders (where
  applicable) pursuant to Section 10 of the Licensing Act 1964 and transfers of such
  Liquor Licences to a person nominated by the Purchaser, being a fit and proper
  person for the holding of such Licences, provided that all notices and applications
  shall be prepared made and served at the expense of the Purchaser.
- 8.2 In respect of any other Licences relating to Property, the Vendors and the Purchaser shall each use their respective reasonable endeavours to ensure that such Licences continue to be valid if in the name of an Employee, or are transferred to the Purchaser if otherwise, and that any actions, notifications or consents required to be taken, made or obtained as a result of the execution or performance of this Agreement pursuant to the terms of such Licences are duly taken, made or obtained.

# 9. DEBTS AND LIABILITIES

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- 9.1 All notices, correspondence, information, orders or enquiries relating to the Business which are received by the Vendors after Completion shall immediately be passed to the Purchaser.
- 9.2 All Debts which are received by the Vendors after Completion forming part of the Assets shall immediately be passed or paid to the Purchaser.
- As at and with effect from Completion the Purchaser shall assume the Liabilities and undertakes to the Vendors to promptly discharge all such Liabilities as and when they fall due and to indemnify the Vendors against any claims made against them in connection with the Liabilities to include all costs, demands and expenses arising in relation to the Liabilities.
- 9.4 The Vendors confirm that the Liabilities do not exceed £600,000;
- 9.5 Without prejudice to the generality of Clause 9.3 the Purchaser shall discharge the liability of the Vendors to pay the sum of £200,000 to Derek Bridgewater within 5 days of the date of this Agreement.

### 10. ACCESS

- The Purchaser shall for a period of not less than six (6) years from Completion preserve all the books, records and other documents of the Business delivered to it pursuant to this Agreement and, upon being given reasonable notice by the Vendors or their agents that access thereto is required in order for the Vendors to meet a legal requirement or to respond to a regulatory authority or similar body, the Purchaser shall make those records available to the Vendors or their agents for inspection during normal business hours or copying (at the Vendors' expense).
- The provisions of Clause 12 (Confidentiality) shall apply to any information obtained under the provisions of this Clause 15.
- 10.3 The rights of access under this Clause 10 shall not apply if such access is requested during the course of legal proceedings between any of the Parties, or during any

period when any claim has been intimated by any Party pursuant to the terms of this Agreement and remains unresolved.

### II. VAT

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- The Parties intend that the Business shall be transferred as a going concern and accordingly each Vendor has applied, or will apply prior to Completion, to H.M. Customs & Excise to obtain a direction that all records referred to in Section 49 VATA 1994 may be retained and the Vendors undertake to preserve those records in such a manner and for such periods as may be required by law and to give to the Purchaser as from the Completion Date reasonable access during normal business hours to such records.
- 11.2 Each of the Vendors and the Purchaser shall use all reasonable endeavours to secure that the sales of the Businesses are treated under the VAT Order as neither a supply of goods nor a supply of services.
- 11.3 If and to the extent H.M. Customs & Excise indicate that the sale of the Business cannot be treated in the manner contemplated by sub-clause 11.2, the Purchaser shall (against production of tax invoices in respect thereof and in addition to any amounts expressed in this Agreement to be payable by the Purchaser) pay the amount of any VAT which as a result of that indication may be chargeable on the sale of the Business under this Agreement. If no such indication shall have been given before the Completion Date, then no amount in respect of VAT shall be paid by the Purchaser on the Completion Date, but to the extent that VAT shall subsequently be determined by H.M. Customs & Excise to be payable on the sale, the Purchaser shall in addition to any amount expressed in this Agreement to be payable by the Purchaser pay to the relevant Vendor such VAT and any penalty or interest incurred by the relevant Vendor for late payment thereof (other than where incurred due to the fault or negligence of any of the Vendors), such payment by the Purchaser to be made forthwith against evidence that the due date for payment of such tax has fallen due or will fall due within seven days (or, if later, against delivery by the relevant Vendor to the Purchaser of the appropriate tax invoice).
  - 11.4 If requested by the Purchaser, any of the Vendors shall make any appeal which any of them in their sole discretion considers reasonable against any determination of

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H.M. Customs & Excise that the sale does not fall to be treated as the transfer of a going concern, at the sole cost and expense of the Purchaser.

- 11.5 After the Completion Date, the Purchaser shall as required by the VAT Order use the assets of each of the Business in carrying on the same kind of business, whether or not as part of any existing business of the Purchaser, as those carried on by the Vendors, and authorises the Vendors to make this known to H.M. Customs & Excise in any application seeking confirmation that Article 5 of the VAT Order shall apply to the sales of the Business.
- 11.6 VAT payable in respect of goods and services supplied or deemed to be supplied by the Vendors prior to the Completion Date and all interest payable thereon and penalties attributable thereto shall be paid to H.M. Customs & Excise by the Vendors and the Vendors shall be entitled to receive and retain all reimbursement or credit from H.M. Customs & Excise for VAT borne by the Vendors on goods and services supplied to the Vendors prior thereto and any payments received in respect of VAT overpaid to H.M. Customs & Excise prior thereto.

### 12. CONFIDENTIALITY

- 12.1 Each Party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of, the negotiations relating to, and the subject matter of this Agreement or to any of the other Parties.
- 12.2 Any Party may disclose information which would otherwise be confidential if and to the extent:-
  - 12.2.1 required by the law of any relevant jurisdiction;
  - 12.2.2 required by any securities exchange or regulatory or governmental body to which either Party is subject or submits, wherever situated, including (without limitation) the London Stock Exchange, whether or not the requirement for information has the force of law;
  - 12.2.3 required to vest the full benefit of this Agreement in any Party;

- 12.2.4 that such information is only disclosed to the professional advisers, auditors and bankers of any Party;
- the information has come into the public domain through no fault of that Party;
- 12.2.6 the other Parties have given their prior written approval to the disclosure (such approval not to be unreasonably withheld or delayed); or
- 12.2.7 required to be disclosed by the terms of this Agreement;

provided that any such information disclosed pursuant to sub-clauses 12.2.1 to 12.2.3 (inclusive) shall be disclosed only after notice to the other Parties.

### 13. ANNOUNCEMENTS

No Party shall make any statement or announcement in connection with this transaction except with the prior approval of the other Parties, save as may be required by law or save to the extent necessary to comply with the rules or requirements of the London Stock Exchange or the City Code on Takeovers and Mergers or a court of competent jurisdiction, in which case the Party so required to make an announcement shall, as far as practicable, consult with the other Parties and circulate a copy of the announcement to the other Parties before making it.

### 14. COSTS

Each Party shall pay its own costs of and incidental to this Agreement and the sale and purchase hereby agreed to be made.

### 15. GENERAL PROVISIONS

- 15.1 This Agreement shall not be assignable by any Party without the prior written consent of the other Parties.
- The Vendors shall (and shall procure that any other necessary party shall) execute and do all such documents, acts and things as may be reasonably required by the Purchaser for securing to or vesting in the Purchaser the legal and beneficial

- ownership of the Businesses and the Assets forthwith upon Completion in accordance with the terms and conditions of this Agreement.
- This Agreement (together with any document annexed hereto and signed by or on behalf of the parties hereto) constitutes the whole agreement between the Parties and no variations hereof shall be effective unless made in writing.
- 15.4 The provisions of this Agreement in so far as the same shall not have been performed at Completion shall remain in full force and effect.
- No delay or omission on the part of any Party in exercising any right, power or remedy provided by law or under this Agreement shall impair such right, power or remedy or operate as a waiver.
- 15.6 Save as expressly provided otherwise in this Agreement, the single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

### 16. NOTICES

- 16.1 A notice to be given by any Party to any other in connection with this Agreement:-
  - 16.1.1 must be in writing;
  - 16.1.2 in the case of the Vendors, must be marked for the attention of Anthony Hancock;
  - 16.1.3 in the case of the Purchaser, must be marked for the attention of the Managing Director; and
  - must be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee which is specified within this clause, or if the addressee notifies another address, then to that address.
- A notice shall take effect from the time it is received (or, if earlier, the time it is deemed to be received in accordance with sub-clause 19.3).

16.2.1 A letter is deemed to be received in the case of a posted letter, unless actually received earlier, on the second day after posting

### **COUNTERPARTS** 17.

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This Agreement may be entered into in any number of counterparts and by the Parties on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

### 18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by English law and the Parties hereby submit to the non-exclusive jurisdiction of the English Courts.

AS WITNESS whereof this Agreement has been entered into by the Parties the day and year first above written.

# **SCHEDULE 1**

# **DETAILS OF THE PROPERTY**

All that freehold property registered at H.M. Land Registry with freehold title absolute under title number SY374407 and known as Blubeckers Eating House, Church Road, Shepperton registered in the name of Anthony Robert Hancock, Tracey Lee Hancock and John Derek Bridgewater.

**SCHEDULE 2** 

**EMPLOYEES** 

schedule of employees

# BLUBECKERS EATING HOUSE

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. '	<b>EATING HOUSE</b>	FOH	FULL TIME	NAME	IAN GWYNNE	7	<b>ETTIENNE MARAIS</b>	ALEJANDRO GARCIA		NOTES	WK 10 - ALEJANDRO HO	WK 11 - ALEJANDRO - 5		KITCHEN	PETER CANAVAN	JOSE LUCIANO GONCALVES	CHRIS WILLIAMS	CARLOS ALVES	PAUCO SERGIO CAMARA	SOUL RODRIGUEZ	X	AEL	R	Ϋ́	루	涉	田		当	6	2	=						
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PART TIME NAME SAVIN WEEKS SAM DI BENEDETTO MICHAEL WALKER ANGELA MIZEN VANESSA BREEN						
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GAVIN WEEKS SAM DI BENEDETTO MICHAEL WALKER ANGELA MIZEN VANESSA BREEN	8	WK 9	WK 10	WK 11	TOTAL HOURS	AVEKAGE HOURS
SAM DI BENEDETTO MICHAEL WALKER ANGELA MIZEN VANESSA BREEN	0	ō	0	0	O	
MICHAEL WALKER ANGELA MIZEN VANESSA BREEN	12.5	0	13.25	11.75	37.5	
ANGELA MIZEN VANESSA BREEN	27.25	27.7	29.25	19.25	103.5	
VANESSA BREEN	24.75		28.5	26.25	106.5	26.625
	18.75	19.	21	13.5	72.5	
	0		0	4.5	11.75	2
KATIE DEAR	10.75	16.25	17.5	10.5	55	
ANANDI SHAY	0	0	5	10	15	
CLAIRE FERGUSON	9.5	0	0	9.5	19	4.7
MICHELLE BRANDON	0	0	0	0	0	
STUART FIELD	0	0	0	0	0	
STEFANIE COOKE	15.5	13.25	15		43.75	
GAVIN DUTTON	17.75	21,	34.5	43.25	117.25	29.312
JOANNE DEAN	10.75		0	0		
MICHELLEMAY	18	18.75	19.25	10.75	66.75	91
LAURA PALMER	19	19	17	20	75	18.
BETHANY DICK	0	0	0	0	0	
MEL GIBSON	20.75	19	20.25	11.75	71.75	188.71
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SIGNED by on behalf of BLUBECKERS LIMITED in the presence of:-

AMANDA CAMPBELL SERRETARY 5 SUSCET GARDONS, FLEET, HANTS,

SIGNED by ANTHONY ROBERT HANCOCK in the presence of:-

Anousa compression freet, thants.

SIGNED by TRACY LEE HANCOCK in the presence of:-

And Capbell

Anauba campbell

SERRETARY

5 SUSCEX GARDONS, FLEET, HAUTS,

16/8/00

16/8/00

} 1. Hancock