

4103174

DATED

30th April

2001

SAWDING LIMITED (IN LIQUIDATION) (1)

ANTHONY PETER McQUEEN BENEDICT
AS LIQUIDATOR OF SAWDING LIMITED (2)

JARVIS COMMERCIAL PROPERTIES LIMITED (3)

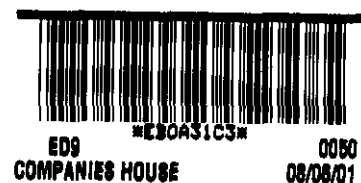
TRANSFER OF UNDERTAKING

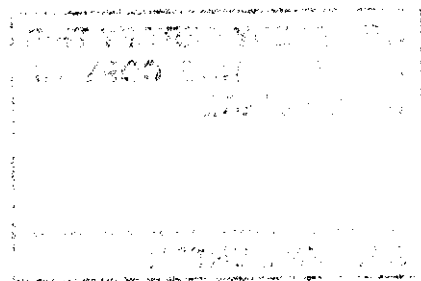
(entered into pursuant to S.110 of the
Insolvency Act 1986)

**WE HEREBY CERTIFY THIS
TO BE A TRUE COPY OF
THE ORIGINAL**

Warren Murton
.....
WARREN MURTON 7/6/01

Warren Murton
Solicitors
23 Bedford Row
London WC1R 4EB





THIS AGREEMENT is made the

30th

day of

April

2001



BETWEEN:

- (1) **SAWDING LIMITED (In Liquidation)** (Company No 903181) whose registered office is at Jarvis House, 212 Station Road, Harpenden, Hertfordshire, AL5 4EH ("the Old Company") acting by the Liquidator
- (2) **ANTHONY PETER McQUEEN BENEDICT** of Benedict Mackenzie, 3-4 Mulgrave Court, Mulgrave Road, Sutton, Surrey, SM2 6LF, ("the Liquidator") and
- (3) **JARVIS COMMERCIAL PROPERTIES LIMITED** (Company No 4103174) whose registered office is at Jarvis House, 212 Station Road aforesaid ("the New Company")

WHEREAS

- (1) By a Special Resolution of the Old Company passed at an Extraordinary General Meeting held on 30 April 2001 it was resolved that the Old Company should be wound up voluntarily and that the Liquidator should be appointed liquidator for the purposes of such winding up and that the Liquidator should be authorised pursuant to the Insolvency Act 1986 Section 110 ("S.110") on behalf of the Old Company to enter into and carry out an agreement with the New Company in the terms of the draft agreement which was produced to and approved by the General Meeting ("the Agreement") being the draft of this agreement.
- (2) The New Company was incorporated on 7 November 2000 under the Companies Act 1985 with an authorised share capital of £100 divided into 100 Ordinary Shares of £1 each.
- (3) By Written Resolution of the New Company dated 30 April 2001, it was resolved, with a view to the acquisition of the Undertaking as herein defined, that the authorised share capital of the New Company be increased to its present amount of £605,650 by the creation of 605,550 Ordinary Shares of £1 each.

- (4) Pursuant to S.110 the Liquidator now intends to sell to the New Company subject to the assumption of certain liabilities, and the New Company agrees to purchase from the Liquidator on the terms and conditions hereinafter set forth, that part of the undertaking of the Old Company engaged in the holding and management of the properties specified in the Schedule hereto owned by the Old Company and by its wholly owned subsidiary companies Jarvis Indcom Limited and Boeberry Limited and substantially all the assets and goodwill relating thereto as a going concern ("the Undertaking")

NOW IT IS AGREED as follows:

1 Sale and Purchase of Undertaking

Pursuant to the provisions of S.110 and upon the authority of the Special Resolution of the members of the Old Company hereinbefore recited, the Old Company acting by the Liquidator hereby agrees to sell to the New Company and the New Company agrees to purchase from the Old Company the Undertaking on the terms and subject to the conditions set forth in this Agreement such sale to be effective as of close of business on 30 April 2001 ("the Operative Date").

2 Transfer of Undertaking

The Old Company and the Liquidator shall do and execute and concur in all such conveyances, transfers, deeds, acts and things as shall reasonably be required by the New Company for the purpose of vesting the Undertaking in the New Company.

3 Title to the Undertaking

The Undertaking is sold subject to and with the benefit of all or any rights, restrictions, covenants, conditions, agreements, mortgages, charges, leases, liens and

other encumbrances affecting the same or any of them and the Liquidator shall not be required to enter into any covenant other than the covenant that he has not encumbered any of the assets of the Undertaking

4 Consideration

4.1 The consideration payable by the New Company to the Old Company for the Undertaking ("the Consideration") shall be the market value thereof as at the close of business on the Operative Date.

4.2 The Consideration shall be satisfied by:-

4.2.1 the allotment and issue to such of the members of the Old Company whose names appear in its Register of Members as at the close of business on the Operative Date as do not dissent from the Special Resolution recited above, at the request and direction of the Liquidator, of 605,650 Ordinary Shares of £1 each in the capital of the New Company so that the number of Ordinary Shares in the New Company allotted and issued to each such member of the Old Company shall be proportionate to his existing holding of shares in the capital of the Old Company;

4.2.2 the assumption by the New Company of the debts and liabilities of the Old Company relating to the Undertaking.

5 Debts Owed to the Old Company

5.1 The New Company shall be entitled to all debts and sums of money now due and owing or in future to become due and owing to the Old Company whether under any existing contract with the Liquidator or the Old Company or otherwise in connection with the Undertaking and to all sums of money recovered or to be recovered as damages in any action now pending brought by the Old Company or any other matter or purpose connected with the Undertaking.

- 5.2 The Old Company shall at the cost of the New Company prosecute and carry on or abandon or compromise all or any such actions as mentioned in clause 5.1 and do all such acts matters and things with reference to the same and with reference to the carrying out of any existing contract between the Old Company and the Liquidator and any other person or persons relating to the Undertaking including using its best endeavours to secure the novation of any such contract and for getting in and recovering any outstanding debts relating to the Undertaking as the New Company shall reasonably require.

6 Debts and Liabilities of the Old Company

The New Company shall pay and discharge all debts and liabilities of the Liquidator and of the Old Company in connection with the Undertaking including the costs and expenses of and incidental to winding up the Old Company and will indemnify the Liquidator and the Old Company against all actions claims and demands whatsoever in respect of any debts costs claims liabilities acts matters or things due made done or omitted or to become due or to be made done or omitted by the Liquidator or the Old Company in relation to the Undertaking or under the provisions of this Agreement or otherwise in respect of the Undertaking including the above costs and expenses.

7 Value Added Tax

- 7.1 The parties contemplate that relief from Value Added Tax ("VAT") will be available pursuant to Article 5 of the Value Added Tax (Special Provisions) Order 1995 (SI 1995/1268).
- 7.2 The parties will complete such documents as HM Customs & Excise may require in relation to VAT in respect of the continued operation by the New Company of the Undertaking in accordance with those provisions.

8 Liquidator's Liability

It is hereby expressly agreed that the Liquidator shall have no personal liability hereunder or under any document executed pursuant to this Agreement.

9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England.

10 Filing of Agreement etc with Registrar of Companies

The New Company shall cause this Agreement and any agreements constituting the titles of the respective allottees to the shares mentioned in clause 4 to be filed with the Registrar of Companies pursuant to the Companies Act 1985 Section 88.

AS WITNESS the hands of the parties or of duly authorised signatories on their behalf the day and year first above written

THE SCHEDULE

Properties owned by the Old Company:

4 Kinsbourne Court, Luton Road, Harpenden
Douglas House, 32/34 Simpson Road, Milton Keynes
Jarvis House, 212 Station Road, Harpenden

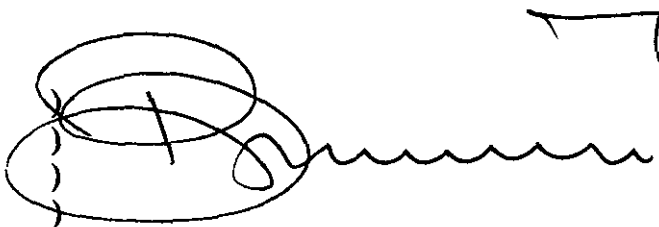
Properties owned by Jarvis Indcom Limited:

River Park Industrial Estate, Berkhamsted
Helmets, High Street, Wheathampstead

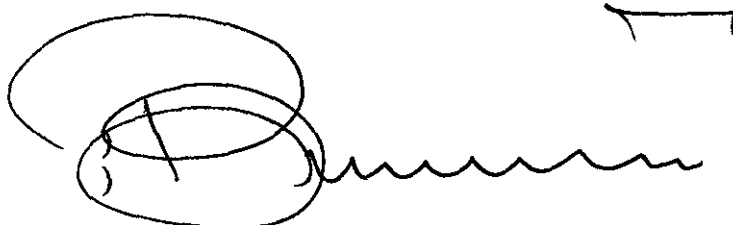
Properties owned by Boeberry Limited:

Bowers Parade, High Street, Harpenden
Garages adjoining Bowers Parade, Harpenden

SIGNED by ANTHONY PETER
McQUEEN BENEDICT Liquidator
for and on behalf of SAWDING
LIMITED

A handwritten signature consisting of a large, stylized initial 'A' followed by a series of connected loops and a horizontal line at the end.

SIGNED by ANTHONY PETER
McQUEEN BENEDICT Liquidator

A handwritten signature, identical to the one above, featuring a large stylized 'A' and a series of loops.

SIGNED by C E PARKINSON)
duly authorised for and on behalf of)
JARVIS COMMERCIAL PROPERTIES)
LIMITED)

A handwritten signature consisting of the letters 'C E' followed by a stylized 'P' and a horizontal line.