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Dated 3 March 2003

**LONDON & EUROPEAN TITLE INSURANCE SERVICES LIMITED**

and

**L & E NEWCO LIMITED**

DECLARATION OF THE DIRECTORS OF LONDON & EUROPEAN TITLE INSURANCE SERVICES LIMITED

DECLARATION OF THE DIRECTORS OF L & E NEWCO LIMITED

A STATEMENT OF THE DIRECTORS OF LONDON & EUROPEAN TITLE INSURANCE SERVICES LIMITED

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THIS AGREEMENT is made the 3rd day of March 2003

BETWEEN:

1. LONDON & EUROPEAN TITLE INSURANCE SERVICES LIMITED of 5th Floor, Minerva House, Valpy Street, Reading, Berkshire RG1 1AR (registered in England No. 2949445) (the "Seller"); and
2. L & E NEWCO LIMITED of 5th Floor, Minerva House, Valpy Street, Reading, Berkshire RG1 1AR (registered in England No. 4459633) (the "Purchaser").



WHEREAS the Seller has agreed to sell and the Purchaser has agreed to purchase the Business as a going concern on the terms set out in this agreement.

WHEREBY IT IS AGREED as follows:

1. Interpretation

1.1 In this agreement (including the recitals):

<b>"Business"</b>	means the financial and insurance consultancy business carried on by the Seller in the United Kingdom, including the goodwill and all other property, rights and assets of the Seller relating to such business but excluding the Business Intellectual Property and the Subsidiary Shares, at the date of this agreement;
<b>"Business Intellectual Property"</b>	means the Intellectual Property owned by the Seller;
<b>"Completion"</b>	means completion of the sale and purchase of the Business pursuant to this agreement;
<b>"Consideration Shares"</b>	means 603953 new ordinary shares of £1 each in the capital of the Purchaser ranking pari passu in all respects with the existing ordinary share capital of the Purchaser to be issued in satisfaction of the consideration as set out in <u>sub-clause 3.1</u> (Consideration);
<b>"Employees"</b>	means persons employed wholly or predominantly in the Business;
<b>"Intellectual Property"</b>	means patents, utility models, trade marks and service marks, rights in designs, trade or business names, copyrights (including, without

limitation, rights in computer software) and know-how (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

**"Regulations"**

means the Transfer of Undertakings (Protection of Employment) Regulations 1981;

**"Subsidiary Shares"**

means the shares in the share capital of L & E Protection de la Propriété SL, L & E Titre de Propriété E.U.R.L., L & E Title Services Limited (Jersey) and L & E Tutela Immobiliare Srl.

**"VAT"**

means value added tax as provided for in the VATA 1994 and legislation (whether delegated or otherwise) supplemental thereto; and

**"VATA 1994"**

means the Value Added Tax Act 1994.

**1.2 In this agreement, unless otherwise specified:**

- (A) references to clauses and sub-clauses are to clauses and sub-clauses of this agreement; and
- (B) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, re-enacted.

**1.3 All headings to clauses are for convenience only and do not affect the interpretation of this agreement.**

**2. Sale and purchase**

The Seller agrees to sell and the Purchaser agrees to purchase the Business as a going concern with effect from Completion.

**3. Consideration**

**3.1 The consideration for the sale of the Business under this agreement shall be:**

- (A) the allotment and issue to the Seller by the Purchaser of the Consideration Shares; and

- (B) the assumption of an obligation by the Purchaser to pay, satisfy, discharge, fulfil and indemnify the Seller against all debts, liabilities, contracts and engagements of the Seller in connection with the Business existing at Completion other than liabilities in respect of taxation.

3.2 The consideration shall be exclusive of any amounts in respect of VAT.

3.3 If H.M. Customs & Excise determine that VAT is chargeable in respect of the supply of all or any part of the Business under this agreement, the Purchaser shall pay to the Seller by way of additional consideration a sum equal to the amount of VAT determined by H.M. Customs & Excise to be so chargeable within 14 days of the Seller notifying the Purchaser of that determination (against delivery by the Seller of an appropriate VAT invoice).

#### 4. Title

The Purchaser shall accept without enquiry, requisition or objection such title as the Seller may have in the property, rights and assets agreed to be sold pursuant to this agreement. Without prejudice to the generality of clause 9 (Entire agreement), the Purchaser acknowledges that in entering into this agreement it has not relied on any covenant, warranty, representation, guarantee, promise, inducement, indemnity or undertaking whatsoever (whether by the Seller or any of its officers, employees, professional advisers or agents) and shall not be entitled to make any objection or claim against the Seller or any of its officers, employees, professional advisers or agents in respect of any such matters.

#### 5. Completion

5.1 Completion shall take place as soon as reasonably practicable after the signature of this agreement.

5.2 At Completion the Seller shall:

- (A) deliver to the Purchaser those assets agreed to be sold pursuant to this agreement which are capable of transfer by delivery, with the intent that title in such assets shall pass by and upon delivery; and
- (B) do or procure the carrying out of all such acts and/or execute or procure the execution of all such documents as the Purchaser may reasonably consider necessary for vesting the Business in the Purchaser and giving the Purchaser the full benefit of this agreement.

5.3 At Completion the Purchaser shall issue and allot to the Seller the Consideration Shares and cause a certificate for the Consideration Shares in the name of the Seller to be executed and delivered to the Seller.

## **6. Employees**

The Regulations will apply to the transfer of the Business under this agreement, so that the contracts of employment of the Employees (except in respect of terms relating to occupational pension arrangements) will have effect from the Completion as if originally made between the Purchaser and the Employees.

## **7. Value Added Tax**

7.1 The Seller and the Purchaser shall use all reasonable endeavours to procure that the sale of the Business under this agreement is treated by H.M. Customs & Excise as a transfer of a business as a going concern for the purposes of both section 49(1) VATA 1994 and article 5 of the Value Added Tax (Special Provisions) Order 1995.

7.2 The Seller shall, as soon as reasonably possible after the date of this agreement, deliver to the Purchaser all the records of the Business for VAT purposes that are required under section 49(1)(b) VATA 1994 to be preserved by the Purchaser in place of the Seller.

## **8. Effect of Completion**

This agreement shall remain in full force and effect as to any stipulations, obligations and conditions which shall not have been performed and which remain to be performed notwithstanding Completion.

## **9. Entire agreement**

This agreement sets out the entire agreement and understanding between the parties in connection with the sale and purchase of the Business and may only be varied in writing signed by each of the parties.

## **10. Assignment**

The rights or benefits of or under this agreement may not be assigned by the Purchaser or the Seller without the prior written consent of the other.

## **11. Further assurance**

Without prejudice to the provisions of sub-clause 5.2(B) (Completion), each party shall from time to time, on being required to do so by the other, do or procure the carrying out of all such acts and/or execute or procure the execution of all such documents as the other may reasonably consider necessary for giving full effect to this agreement.

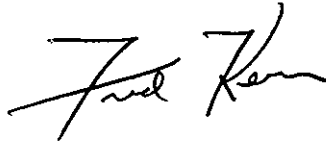
## **12. Governing law**

This agreement shall be governed by and construed in accordance with English law.

IN WITNESS whereof this agreement has been duly executed by the parties on the day first before written

Signed by Frederick Kerr  
for and on behalf of  
LONDON & EUROPEAN TITLE  
INSURANCE SERVICES LIMITED

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Signed by Paul Beresford  
for and on behalf of  
L & E NEWCO LIMITED

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