

SIGNATURE VERSION

DATED 30 April 2004

**DITC LIMITED**

and

**HDV (UK) LIMITED**

509 5091

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**Hive Down Agreement of  
business and assets of DITC  
Limited**

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*We hereby certify  
that the above copy  
is a true and correct  
copy of the original  
document.*

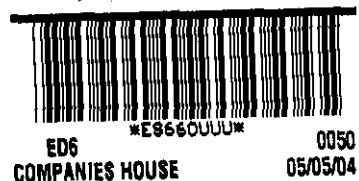
*Thomas Eggar*



**Thomas Eggar**

Solicitors

Chatham Court  
Lesbourne Road  
Reigate Surrey  
RH2 7FN  
Tel: 01737 240111  
Fax: 01737 248249



THIS AGREEMENT is made the 30 day of April 2004



**BETWEEN:**

- (1) **DITC Limited** whose registered office is at 4<sup>th</sup> Floor Tolworth Tower Ewell Road Tolworth Surrey KT6 7EL (registered in England no 03953931) ('the Vendor') and
- (2) **HDV (UK) Limited** whose registered office is at 4<sup>th</sup> Floor Tolworth Tower Ewell Road Tolworth Surrey KT6 7EL (registered in England no 5075091) ('the Purchaser')

**WHEREAS**

- (A) The Purchaser is the wholly-owned subsidiary of the Vendor
- (B) The Purchaser has agreed with the Vendor with effect from [ 11am am/pm] 30 April 2004 ('the Transfer Date') to purchase as a going concern all of the undertaking and assets of the Vendor and to assume all of its liabilities and obligations.

**NOW IT IS AGREED** as follows:

**1 Definitions**

In this Agreement the following expression shall have the following meanings:

<b>'Assets'</b>	all of the property, assets and rights of the Vendor used in the conduct of the Business including, without limitation, the Contracts, the Equipment, the Leased Equipment, the Debts, the Goodwill, the Company Name, the IPR and the Stock (and so that the expression "Asset" shall mean any of the Assets)
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**‘Business’** the business of the provision of driver instructor training courses carried on by the Vendor at the Transfer Date

**‘Business Information’** means all information, know-how and techniques (whether or not confidential and in whatever form held) which in any way relates to: (i) all or any part of the Business and Assets; (ii) any products sold or services rendered by the Business; (iii) any formulas, designs, specifications, drawings, data, manuals or instructions; (iv) the operations, management, administration, or financial affairs of the Business; and (v) the sale or marketing of any of the products sold or services rendered by the Business

**‘Business Intellectual Property’** means all Intellectual Property owned, used or enjoyed by the Vendor in connection with the Business as carried on at the Transfer Date

**‘Contracts’** the contracts and engagements entered into the Vendor in connection with the Business (including without limitation those with suppliers of products and services to the Business and those with customers of the Business) which, at Completion remain to be performed in whole or in part by the Vendor

**‘Completion’** means the completion of the sale and purchase of the Business and Assets pursuant to this Agreement

**‘Bank Accounts’** the bank accounts of the Vendor held with HSBC Bank Plc and listed in the Schedule (Part I)

<b>'Company Name'</b>	DITC Limited
<b>'the Debts'</b>	the book and other debts (whether invoiced prior to the date of this Agreement or not) owing to the Vendor at Completion or which with the passing of time and/or the issuing of any invoice will become due and owing to the Vendor and the benefit of all payments in advance
<b>'the Equipment'</b>	all fixtures, fittings, plant, machinery and equipment owned by the Vendor and used by the Vendor in the Business.
<b>'Employees'</b>	the persons (if any) who at the Transfer Date are employed by the Vendor exclusively for the purposes of the Business
<b>'Goodwill'</b>	the goodwill of the Vendor in relation to the Business together with the benefit of customer lists and the exclusive right (so far as the Vendor can grant it) for the Purchaser to represent itself as carrying on the Business under the name DITC in succession to and to the exclusion of the Vendor
<b>'Intellectual Property'</b>	means patents, know-how, registered and unregistered trademarks and service marks including any trade, brand and business names used to domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software, the Business Information and any data-bases), moral rights and topography rights (in each case for the full period thereof and all extensions and renewals thereof), applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar

rights situated in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing

**'Leased Equipment'** such of the plant and equipment and other items used in the Business as are presently leased or hired to the Vendor or on hire purchase to the Vendor and the **'Leasing Agreements'** means the leasing hire or hire purchase agreements relating to the Leased Equipment

**'Liabilities'** the liabilities of the Business outstanding at the Transfer Date

**'Property'** Tolworth Tower Ewell Road Tolworth Surrey KT6 7EL

**'Property Licence Agreement'** the Licence agreement dated 2nd May 2000 between UK IT Training Limited (company registration number: 03953933) and the Vendor in respect of certain office premises comprised in the Property

**Records** means all such records, and files, lists of clients, and tenants, books and information, accounts and other documents (including for a period of 90 days only computer stored records) relating to the Business and any other records relating only to the Business that the Purchaser may reasonably require to enable it effectively to carry on the same in succession to the Vendor

**'Stock'** the stock in trade and work in progress of the Business at the Transfer Date

## **2. Sale and purchase**

2.1 The Vendor agrees to sell with full title guarantee and the Purchaser agrees to purchase and take over as a going concern as at and with effect from ~~11am~~ on the Transfer Date such right, title and interest as the Vendor may have in and to the Business and the Assets free from all liens, obligations and encumbrances (other than those of the lessor (s) under the Leasing Agreements) the Business and Assets including without limitation:

- a) the Goodwill;
- b) Equipment;
- c) the Debts;
- d) all rights and claims of the Vendor against third parties with respect to the Business (including without limitation all rights in connection with insurance policies held by the Vendor subject to the consent of the relevant insurance companies) so far as the Vendor can assign the same;
- e) all intellectual property rights owned or used by the Vendor in relation to the Business;
- f) the benefit subject to the burden of the Contracts and the Leasing Agreements so far as the Vendor can assign the same; and
- g) the Stock
- h) the benefit subject to the burden of the Property Licence Agreement
- i) the Company Name
- j) the Business Intellectual Property

- k) the Business Information
  - l) the Records
  - m) the website domain names listed in the Schedule (Part II) and all copyright in the same
  - n) cash in hand and in the Bank Accounts
- 2.2 The Vendor will upon completion sign a form of authority to BT to transfer those telephone/fax numbers to the Purchaser with effect from the Transfer Date set out in the Appendix
- 2.3 The Vendor will on completion of this Agreement sign a form of authority to its internet service provider so as to transfer the e-mail addresses set out in the Schedule (Part III)
- 2.4 The Vendor undertakes with effect from the Transfer Date to assign to the order of the Purchaser or to procure the assignment to the order of the Purchaser all the Contracts which are capable of assignment without the consent of other parties.

### **3. Consideration**

The consideration for the sale and purchase of the Assets and the assumption of the Liabilities by the Purchaser will be the issue to the Vendor of one hundred (100) ordinary shares of £1 each in the Purchaser on Completion.

### **4 Completion**

- 4.1 Completion of the sale shall take place on the Transfer Date forthwith after the making of this Agreement when the Vendor shall deliver to or procure delivery to the Purchaser of:

- a) physical possession of all the Assets capable of passing by delivery with the intent that title in such Assets shall pass by and upon such delivery;
- b) a certified copy of a special resolution passed by written resolution of the Vendor changing the name of the Vendor to HDV (UK) Limited (such resolution being conditional only on completion of this Agreement).
- c) a duly executed assignment to vest the Goodwill in the Purchaser;
- d) all documents of title, certificates, deeds, licences, agreements and other documents relating to the Business Intellectual Property in the Seller's possession at the Transfer Date;
- e) the Contracts and the books, accounts, reference lists of customers, credit reports, price lists, cost records, work tickets, catalogues, advertising and all other documents, papers and records in the possession or under the control of the Sellers relating to the Business or any of the Assets;
- f) all such records as are referred to in section 49, Value Added Tax Act 1994;
- g) the Records;
- h) all National Insurance PAYE records fully completed in respect of the Employees and showing that payments are up to date;
- i) such irrevocable instruction to the banks of the Vendor as may be necessary to procure the automatic transfer to the Purchaser of the Bank Accounts;
- j) duly executed agreements for the assignment or novation of the benefit of the Contracts, Leasing Agreement and the Property Licence Agreement

4.2 Immediately after Completion the Purchaser shall:



- a) cause to be delivered a certified copy of a special resolution passed by written resolution of the Purchaser changing the name of the Purchaser to the Company Name (such resolution being conditional only on completion of this Agreement); and
  - b) allot and issue to the Vendor one hundred (100) ordinary shares of £1 each in the Purchaser and arrange for the delivery to the Vendor of a duly executed certificate for such shares.
- 4.3 Risk and property in and title to the Assets shall pass to the Purchaser on the Transfer Date.
- 4.4 The Vendor shall on or as soon as practicable after the Transfer Date deliver to the Purchaser all transfers assignments and novations (if necessary) of the Assets together with the relevant documents of title necessary to give effect to this Agreement
- 4.5 The Purchaser shall pay and discharge all debts and the Liabilities and the costs and expenses of and incidental to the entering into of this Agreement and will indemnify the Vendor 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 Vendor in carrying on the Business or under the provisions of this Agreement or otherwise in respect of the Assets including the above costs and expenses.

## **5 Employees**

The Purchaser agrees and acknowledges that the contracts of employment of all the employees of the Vendor at the Transfer Date shall not be terminated but shall continue to have effect as if originally made between the employees and the Purchaser in accordance with and save as may be otherwise provided by the Transfer of Undertakings (Protection of Employment) Regulations 1981

## **6 Further Assurance and Contracts**

- 6.1 The Vendor agrees and declares that it will after and notwithstanding completion of the sale and purchase under this agreement execute and deliver any other documents and take any other steps as shall reasonably be required from time to time by the Purchaser to vest in the Purchaser or as it may direct the Business and the Assets
- 6.2 As and from Completion, the Purchaser shall (subject to the receipt of any necessary third party consents) have the benefit of and shall take over and perform at its own cost the Contracts in accordance with their terms including, for the avoidance of doubt, the fulfilment of any warranty or other claims made under the Contracts. The Vendor and the Purchaser mutually acknowledge that without prejudice to clause 6.1 no party hereto shall have any liability to the other party or parties hereto if any of the Contracts shall not be assigned or novated or otherwise made over to the Purchaser.
- 6.3 The Purchaser undertakes to indemnify and keep the Vendor fully and effectively indemnified against all claims, costs, demands, liabilities, actions and expenses of whatsoever nature and howsoever arising from the Contracts and other contracts which the Purchaser has taken over pursuant to the provisions of this Agreement.
- 6.4 The Purchaser shall be entitled to all debts and sums of money now due and owing or in future to become do and owing to the Vendor whether under any existing Contract with the Vendor or otherwise in connection with the Business and to all sums of money recovered or to be recovered as damages in any action now pending brought by the Vendor in respect of infringement of any intellectual property rights or breach of contract for or any other matter of purpose connected with the Business.
- 6.5 Subject always to clause 6.6 below the Purchaser shall after Completion carry out and complete for its own account the Contracts to the extent that the same have not been performed prior to Completion

6.6 In so far as the benefit of the Contracts and Leasing Agreements cannot effectively be transferred by the Vendor to the Purchaser except by way of an agreement of novation with or consent to the assignment from the person, firm or company concerned:

- a) The Vendor and the Purchaser shall (if the Purchaser so requires and at the expense of the Purchaser) co-operate to do everything they reasonably can to procure the Contracts and Leasing Agreements to be novated or assigned as aforesaid as soon as reasonably practicable;
- b) In the case of any assignment as aforesaid the Purchaser shall undertake to indemnify the Vendor against all costs, claims, liabilities and expenses arising by reason of or in connection with the non-performance or the defective or negligent performance by the Purchaser of the Contracts and/or Leasing Agreements following such assignment;
- c) Unless and until any such Contracts and/or Leasing Agreements shall be novated or assigned as aforesaid the Vendor shall hold the benefit of the said Contracts and/or Leasing Agreements in trust for the Purchaser and shall account to the Purchaser accordingly in respect of any sums or other benefits received by the Vendor in respect thereof and otherwise act at the direction of the Purchaser and as its agent in all matters relating thereto subject to the Purchaser indemnifying and holding the Vendor harmless against any action, claim, demand, proceeding, damage, expense, charge, liability, cost or loss which the Vendor may have made or brought against it or suffer or incur as a consequence

## **7 VAT**

- 7.1 The parties shall use all reasonable endeavours to procure that the sale of the Business is deemed to be a transfer of a business as a going concern for the purposes of the Value Added Tax Act 1994 Section 49, and the Value Added Tax (Special Provisions) Order 1995 Article 5.
- 7.2 If the sale of the Business is not deemed to be a transfer of a business as a going concern for the purposes referred to in sub-clause 7.1 the Purchaser shall pay an amount equal to any value added tax properly chargeable in respect of the sale.
- 7.3 The Vendor shall forthwith deliver to the Purchaser copies of all the records of the Business for VAT purposes which are required by the Act to be preserved by the Purchaser
- 7.4 The Purchaser shall for a period of not less than 6 years from the Transfer Date preserve the records delivered to it by the Vendor and, upon reasonable notice during normal business hours, make them available to the Vendor or its agents

## **8 Survival of certain provisions**

In so far as any provision of this agreement shall not have been performed at completion it shall survive and remain in full force and effect notwithstanding completion

## **9 Governing law**

The Agreement shall be construed in accordance with and governed by the laws of England and Wales

## **10 General**

- 10.1 The headings to clauses in this agreement shall not affect its construction
- 10.2 This Agreement, together with any document expressly referred to in any of its terms, contains the entire agreement between the parties relating to the subject-matter covered. No oral explanation or oral information given by any party shall alter the interpretation of this Agreement.
- 10.3 No amendment, change or addition to this Agreement shall be binding on either party unless it is in writing and has been signed by all the parties or their authorised representatives.
- 10.4 This Agreement is personal to the parties and shall not be capable of assignment.

**AS WITNESS** whereof the parties have signed this agreement

## SCHEDULE

### PART I: Bank Accounts

*See over*

### PART II Web-site Domain Names

*See over*

### PART III E-mail Addresses

*See over*

# *schedule 1. (part I)*

## **BANK ACCOUNT LIST:**

HSBC BANK PLC  
418 Ewell Road  
Tolworth  
Surrey, KT6 7HJ

Iain Hadcroft Manager: 020 8250 5263/5262  
Fax: 020 8250 5260  
Other: 020 8250 5254 (Rachel)

Sort Code: 40-44-19

DITC Limited	Current	71335243
DITC Limited	Savings	21335251

Schedule (part II)  
+  
part III

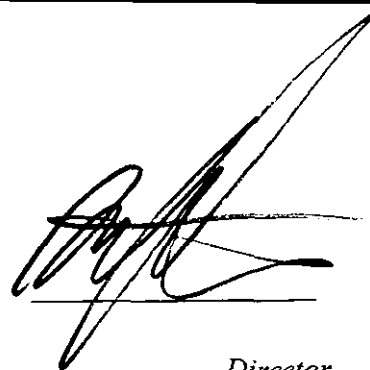
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ditcltd.co.uk	Y	DITC t/a Driving Instructor Training Centre	Newnet
dite.co.uk	Y	DITC t/a Driving Instructor Training Centre	Newnet



Signed for and on behalf of )

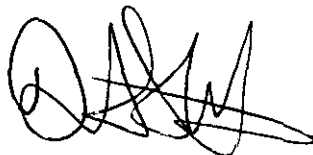
**DITC Limited** in the )

presence of: )



Director

Witness signature:




Witness name: Dawn Ann Stallwood

Witness address: Chatham Court Chesbourne Road Reigate Surrey RH2 7FN

Witness occupation: Solicitor

Signed for and on behalf of )

**HDV (UK) Limited** in the presence of: )



Director

Witness signature:



Witness name:

Witness address:

as above.

Witness occupation