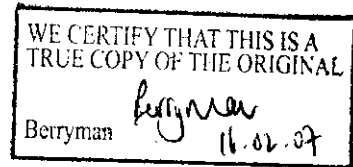


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**Dated:**

15 February 2007

- 1 Humberts Agricultural (Grantham) LLP
- 2 Humberts (East Midlands) Limited

## Agreement

relating to the transfer of the business and assets of "Humberts Agricultural (Grantham) LLP"

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**This agreement** is made this 15 day of February 2007

Between:

- 1 **Humberts Agricultural (Grantham) Limited** (registered number: OC301362) whose registered office is at 14 Finkin Steet, Grantham, Lincolnshire, NG31 6QZ (the "Seller"); and
- 2 **Humberts (East Midlands) Limited** (registered number: 05528146) whose registered office is at 14 Finkin Steet, Grantham, Lincolnshire, NG31 6QZ (the "Buyer").

Whereas:

- A The definitions contained in sub-clause 1.1 apply to these recitals.
- B The Seller has carried on the Business and has now agreed to transfer the Business and Assets to the Buyer. The Seller has three members, of which the Buyer is one, owning 23.33% of the Seller.
- C The Buyer has an authorised share capital of £2,250,000 divided into 2,250,000 ordinary shares of £1.00 each, 1,915,000 of which have been issued fully paid and are held and beneficially owned as shown in Schedule 1.
- D The Buyer wishes to acquire the Business and Assets and the Seller has agreed to transfer the same to the Buyer as a going concern with effect from the Completion Date.

It is agreed as follows:

## 1 Interpretation

- 1.1 In this agreement and the Schedule(s) hereto the following words and expressions shall (unless the context shall otherwise require) bear the following meanings:-

"Assets"	the assets used in the Business including but not limited to the Claims, the benefit (subject to the burden) of the Contracts, the Debtors, the Equipment, the Goodwill, the Records and Customer Lists, the Work in Progress and all other assets, property and rights of the Seller which are used in or required for the Business, excluding the Excluded Liabilities and the Excluded Assets
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"Business"	the business of chartered surveyors comprising agricultural surveying, valuing, auctioneering, agency and management and associated services carried on by the Seller from the Property as at the Completion Date.
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"Claims"	the rights and claims of the Seller against third parties with respect to the Business and the Assets in so far as the Seller can assign the same to the Buyer.
"Completion"	completion of the sale and purchase of the Business and the Assets in accordance with clause 5.
"Completion Date"	the date of Completion.
"Condition"	has the meaning set out in clause 2.1.
"Consideration Shares"	335,000 ordinary shares of £1.00 each in the Buyer credited as fully paid up and allotted to the Seller in consideration for the sale of the Business and the Assets.
"Contracts"	the contracts relating to the Business entered into prior to the Completion Date that remain (in whole or in part) to be performed by the Sellers.
"Creditors"	the aggregate amount owed by the Seller as at close of business on the Completion Date.
"Customer Lists"	all customer names, lists and records, sales targets, marketing surveys and reports and all advertising materials, circulars, handbills, trade cards and promotional material.
"Debtors"	the debts owed to the Seller at the Completion Date in connection with the Business.
"Employees"	the persons who immediately prior to the Completion Date are employed by the Seller for the purposes of the Business.
"Encumbrance"	any claim, charge, lien, pledge, encumbrance, equity or third party right.
"Equipment"	all plant, machinery, equipment, fixtures and fittings, furniture and other chattels on the Property at the Completion Date for the purpose of the Business.
"Excluded Assets"	the assets of the Seller listed in Part I of Schedule 2 which are excluded from the sale to the Buyer.
"Excluded Liabilities"	the liabilities listed in Part II of Schedule 2, which are owed by or the responsibility of the Seller and are excluded from the sale to the Buyer.
"Goodwill"	the goodwill of the Seller in relation to the Business.
"Liabilities"	the liabilities and obligations of the Seller relating to the Business as at the Completion Date including the Creditors.
"Property"	14 Finkin Street, Grantham, Lincolnshire, NG31 6QZ.
"Records"	all files, records, documents, notebooks, books and accounts, statistics, blue prints, designs, drawings and specifications

relating to the Business, Assets or the Employees.

"Regulations" the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“Seller’s Apportionment” 76.67%, being the Seller’s share in the Business, Assets, and Liabilities once the Buyer’s existing part ownership of the Seller has been discounted.

“Work In Progress” the work-in-progress of the Business as at the Completion Date.

- 1.2 The headings in this agreement are inserted only for convenience and shall not affect its construction.
- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement. A reference to a paragraph is to a paragraph of the relevant schedule, and a reference to an appendix is to the relevant appendix of this agreement.
- 1.4 Where appropriate words denoting a singular number only shall include the plural and vice versa and references to the masculine gender shall include the feminine and neuter genders and vice versa.
- 1.5 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

## 2 Condition

- 2.1 Completion of this agreement is conditional upon the exchange of an agreement for the sale and purchase of the entire issued share capital of Humberts (East Midlands) Limited from Peter John Grinling Mills Timothy Stuart Murgatroyd, Karen Jane Gray, Anthony John Snarey, Charles William Hodder Welby, Peter John Benson, John Stuart Greer Paton and Andrew John Pearce by Humberts Group Plc (the "Condition").
- 2.2 If the Condition is not satisfied on the day upon which this agreement is executed, this agreement shall lease to have effect immediately and the transactions contemplated by it shall be deemed never to have occurred.

### 3 Transfer of assets

- 3.1 Subject to the terms and conditions of this agreement the Seller shall sell and the Buyer shall purchase the Business as a going concern and the Assets with effect from the close of business on the Completion Date.
- 3.2 The Seller shall sell the Assets with full title guarantee and free from any Encumbrance and with all accrued benefits and rights attaching to them.

## 4 Consideration

- 4.1 The Consideration for the transfer of the Business, Assets and Liabilities shall be the Consideration Shares.

## 5 Liabilities

- 5.1 The Buyer agrees to assume all the Liabilities.**

5.2 The Buyer shall indemnify and keep indemnified the Seller fully at all times from and against any and all claims, actions, proceedings, demands, liabilities, costs and expenses in connection with the Liabilities.

5.3 The Buyer shall not acquire any personal tax liabilities of the members of the Seller.

## 6 Value added tax

6.1 Each party undertakes with the other to use reasonable endeavours to satisfy H.M. Revenue & Customs that the sale hereby effected is that of a business sold as a going concern.

6.2 In the event that any value added tax shall be payable on any item sold or supplied under this agreement the Buyer shall pay (in addition to the Consideration Shares) to the Seller such value added tax and any penalty, interest, costs or expenses incurred by the Seller for late payment of such value added tax, with such payment to be made on delivery by the Seller to the Buyer of a value added tax invoice in respect of such value added tax which the Seller shall deliver forthwith upon receiving notification of value added tax being payable.

6.3 The Seller shall be entitled to receive and retain all reimbursement or credit from H.M. Revenue & Customs for value added tax borne by the Seller on goods and services supplied to the Seller prior to the Completion Date and any payments received in respect of value added tax overpaid to H.M. Revenue & Customs prior to the Completion Date.

## 7 Completion

7.1 Completion of the sale and purchase of the Business and Assets shall happen immediately after satisfaction of the Condition when all the matters set out in this clause 7 shall be effected.

7.2 On Completion, the Seller shall deliver or make available to the Buyer to take possession of all of the Assets capable of being transferred by delivery.

7.3 On Completion, the Seller shall deliver or (if so requested by the Buyer) made available to the Buyer: -

7.3.1 such documents as are required by the Buyer to complete the transfer of the Assets and vest title to the Assets in the Buyer; and

7.3.2 to the extent that the same are in the Seller's possession, all books of account, payroll records, national insurance and PAYE records, income records, stock records, sales and purchase records, relevant computer programmes and other accounting books and documents which relate to the Business.

7.4 On Completion the Buyer shall (in addition to the assumption of the Liabilities referred to in clause 4) allot to the Seller the Consideration Shares.

## 8 Insurance

8.1 The Buyer shall be responsible for all risks in respect of the Business and the Assets from the Completion.

## 9 Title

9.1 Title to the Business and Assets shall pass to the Buyer on Completion.

9.2 After Completion, the Seller shall: -

- 9.2.1 take all necessary steps and co-operate fully with the Buyer to ensure that it obtains the full benefit of the Business and Assets and shall execute such documents and take such other steps (or procure other necessary parties to do so) as are necessary or appropriate for vesting in the Buyer all its rights and interests in the Business and the Assets; and
- 9.2.2 promptly give to the Buyer and its agents, representatives, accountants and solicitors on request all such facilities and information regarding the Assets and the Seller's title to them and such other evidence of ownership to the Assets available to the Seller as the Buyer may reasonably require.

9.3 Until the legal estate to all the Assets vests in the Buyer, the Seller shall hold the legal estate in the Assets as nominee for the Company.

## 10 Contracts

- 10.1 The Seller shall, with effect from Completion, assign to the order of the Buyer or procure the assignment to the order of the Buyer, all the Contracts which are capable of assignment without a third party consent.
- 10.2 In so far as the benefit of any Contract cannot be transferred by the Seller to the Buyer except with the agreement or consent of a third party or that third party entering into a novation agreement then the Seller shall try to procure that such Contracts are novated or assigned as soon as is reasonably practicable
- 10.3 Subject to the other provisions of this clause 10, the Buyer hereby undertakes with the Seller with effect from the Completion Date to adopt, perform and fulfil the Contracts and to fully indemnify the Seller against all claims, demands, damages, losses, costs, expenses or liabilities which may be made or incurred by the Seller as a result of any default or failure by the Buyer in the carrying out of the Contracts or the observance or performance of any of the provisions or terms of the Contracts after the Completion Date.
- 10.4 Unless and until any such Contracts shall be novated or assigned the Buyer shall, as the Seller's agent, perform all of the obligations of the Seller in so far as the same relate to the period after Completion.

## 11 Employees

- 11.1 It is the intention of all the parties that the Employees' contracts of employment shall be transferred to the Buyer by virtue of the Regulations.
- 11.2 The Buyer shall indemnify the Seller against each and every cost, claim, liability, expense or demand arising from: -
  - 11.2.1 any claim or allegation by an Employee that in consequence of the transfer of the Business to the Buyer there has been or will be a substantial change in such Employee's working conditions to his detriment; and
  - 11.2.2 any act or omission of the Buyer in relation to the Employees occurring after the Completion Date and against any claim for redundancy payments or protective awards

and any liability for wrongful dismissal or unfair dismissal or otherwise in connection with the transfer of the employment of the Employees to the Buyer.

- 11.3 The Seller undertakes to indemnify and keep indemnified the Buyer against the Seller's Apportionment of each and every cost, claim, liability, expense or demand arising from any act or omission by the Seller in relation to the transfer of the Employees to the Buyer occurring up to the Completion Date.

## 12 Liabilities and apportionments

- 12.1 The Seller shall pay, satisfy and discharge the Seller's Apportionment of all liabilities, losses, costs, claims, proceedings, demands and expenses of whatever nature in respect of or arising out of the Business arising in respect of or by reference to any period prior to the Completion Date.
- 12.2 The Seller's Apportionment of all Debtors, profits and receipts of the Business accrued and all losses incurred in respect thereof up to the Completion Date shall belong and be paid to and discharged by the Seller and from and including the Completion Date shall belong and be paid to and discharged by the Buyer. Such Debtors, profits, receipts and losses shall be apportioned accordingly.
- 12.3 The Seller shall be responsible up to and including the Completion Date for the Seller's Apportionment and the Buyer shall be responsible from the Completion Date for all rents, rates, water, electricity, telephone charges, salaries, wages and other outgoings, overheads or running expenses whatsoever relating to the Business, apportioned in relation to the Business to the Completion Date on a normal accounting basis for any period up to or after such dates respectively.

## 13 Costs

- 13.1 All expenses incurred by or on behalf of the parties in connection with the negotiation, preparation and execution of this agreement shall be borne solely by the party that incurred them.

## 14 Entire agreement and schedules

- 14.1 This agreement supersedes any previous agreement between the parties in relation to the matters and represents the entire understanding between the parties.
- 14.2 The Buyer acknowledges and agrees that it has not entered into this agreement in reliance upon any representations, agreements, statements or replies to specific enquiries (whether oral or written) made or alleged to have been made by the Seller, its servants, agents or representatives on or prior to the date of this agreement provided that nothing in this agreement shall exclude liability for fraudulent representations and accordingly the Buyer irrevocably and unconditionally waives its right to claim damages for any misrepresentation or warranty not contained in this agreement unless made fraudulently.
- 14.3 The Schedules form part of this agreement.
- 14.4 This agreement shall be binding upon each party's successors and assigns.

## **15 Further Assurance**

- 15.1 The Seller shall (at its own expense) promptly execute and deliver all such documents, and do such things, as the Buyer may from time to time reasonably require for the purpose of giving full effect to the provisions of this agreement.

## **16 Invalidity**

- 16.1 If any term or provision in this agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

## **17 Third party rights**

- 17.1 No person not a party to this agreement shall have the right to enforce any term of this agreement and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement except that any person who is the permitted successor to or assignee of the rights of a party shall be deemed to be a party to this agreement.

## **18 Filings**

- 18.1 The Buyer shall file this agreement duly stamped and Companies House form 88(2) with the Registrar of Companies within one month of the date of the allotment of the Consideration Shares.

## **19 Proper law**

- 19.1 The construction, validity and performance of this agreement shall be governed by the laws of England.

## Schedule 1

Issued share capital of the Buyer as at Completion: -

Name and address	Number and class of shares
<p>P J G Mills</p> <p>The Manor House, Low Road, Manthorpe, Grantham, Lincolnshire, NG31 8NQ.</p>	575,000 ordinary shares of £1.00 each
<p>T S Murgatroyd</p> <p>Blenheim House, 27a High Road, Barrowby, Grantham, Lincolnshire, NG32 1BJ</p>	555,000 ordinary shares of £1.00 each
<p>K J Gray</p> <p>3 Charnwood Close, Low Road, Barrowby, Grantham, Lincolnshire, NG32 1BE</p>	195,000 ordinary shares of £1.00 each
<p>C W H Welby</p> <p>Stroxton House, Stroxton, Grantham, Lincolnshire, NG33 5DD</p>	177,500 ordinary shares of £1.00 each
<p>A J Snarey</p> <p>The Mill, Manthorpe, Grantham, Lincolnshire, NG31 8NH</p>	177,500 ordinary shares of £1.00 each
<p>P Benson</p> <p>57 Main Street, East Bridgford, Nottingham, Nottinghamshire, NG13 8PA</p>	235,000 ordinary shares of £1.00 each

## Schedule 2

### Part I

#### Excluded Assets

- 1 The Seller's accounts and accounting records which do not relate exclusively to the Business.

### Part II

#### Excluded Liabilities: -

- 1 The taxation liabilities (with the exception of value added tax) of the Seller including (but not limited to) any liability for corporation tax, inheritance tax or capital gains tax as a result of the transactions contemplated by this agreement.

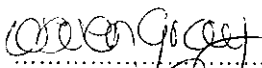
In **witness** whereof the parties have executed this agreement as a deed on the date stated above.

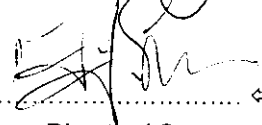
**Executed as a deed by**  
**Humberts Agricultural (Grantham) LLP**  
acting by two designated members

  
..... ⇨ sign here  
Member

  
..... ⇨ sign here  
Member

**Executed as a deed by**  
**Humberts (East Midlands) Limited**  
acting by two directors or a director  
and the company secretary

  
..... ⇨ sign here  
Director

  
..... ⇨ sign here  
Director / Company Secretary