

Please complete in typescript, or in bold black capitals CHEP025

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(Revised 2005)

Company Number	SC2950	SC295052 Sulo UK Limited			Return of Allotment of Shares			
Company name in full	Suio U							
Shares allotted (including bo	onus share	es)		_				
(see Guidance Booklet GBA6)  Date or period during which shares were allotted (if shares were allotted on one date enter that date in the "from" box)		Day Mo		ear	Day M	To onth	Year	
Class of shares (ordinary or preference etc)	0:	rdinary						
Number allotted			99					
Nominal value of each share	e		£1 00		•			
Amount (if any) paid or due share (including any share premi				· •	A			
							ottees and to each overle	
If the allotted shares (includ	ing bonus	shares) a	re fully or	partly p	aid up othei	rwise ti	han in	
% that each share is to be treated as paid up			100					
% (if any) that each share is to be paid up in cash								
Consideration for which the shares were allotted (This information must be supported)		See R	g w	atter	hech			



When you have completed and signed the form please send it to the Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ for companies registered in England and Wales

DX 33050 Cardiff

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB DX 235 Edinburgh for companies registered in Scotland or LP 4 Edinburgh 2

Laserform International 10/05

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## Names and addresses of the allottees

Shareholder details (list joint allottees as one shareholder)	Shares and share class allotted	
Name(s)	Class of shares	Number
Sulo Holdings Limited	allotted	allotted
Address		
137 Shawbridge Street, Glasgow	Ordinary	99
	L	
UK Postcode G 4 3 L 1 Q Q		
Name(s)	Class of shares allotted	Number allotted
Address		
UK Postcode		
Name(s)	Class of shares allotted	Number allotted
Address		
UK Postcode		L
Name(s)	Class of shares allotted	Number allotted
Address		
		L
UK Postcode		<u> </u>
Name(s)	Class of shares allotted	Number allotted
Address		
		L
UK Postcode	L	
Please enter the number of continuation sheets (if any) attached to this	form	
Signed / Voya	Date 27/10/06	
** A director / Secretary / administrator / administrative receiver / receiver / official receiver / receiver manager / voluntary arrangement supervisor	Please delete as appropriate	

## **Contact Details**

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form The contact information that you give will be visible to searchers of the public record

Dickson Minto W S 16 Charlotte Square

DX number<sup>DX</sup> 199

Edinburgh EH2 4DF

SUIO02 lpd

Tel 0131 225 4455 DX exchangeEdinburgh

## SUIO UK LIMITED

(Registered Number SC295052)

## RIDER B ~ FORM 88(2) (RETURN OF ALLOTMENT OF SHARES)

A statement of the consideration for which the shares were allotted

The water distribution business of Suio Holdings Limited.

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CERTIFIED A TRUE COPY

DICKSON MINTO W.S.

# **BUSINESS TRANSFER AGREEMENT**

Relating to the transfer of the water distribution business of Suio Holdings Limited

Dickson Minto W.S.

### This Agreement is made between

- (1) SUIO HOLDINGS LIMITED, a company incorporated in Scotland with registered number SC291824 and having its registered office at 137 Shawbridge Street, Glasgow (the "Vendor"), and
- (2) **SUIO UK LIMITED**, a company incorporated in Scotland with registered number SC295052 and having its registered office at 137 Shawbridge Street, Glasgow (the "**Purchaser**")

#### WHEREAS:

- (A) The Vendor has acquired the Business (as hereinafter defined) from the Acqua Suio Partnership
- (B) The Vendor has agreed to transfer the Business to the Purchaser and the Purchaser has agreed to accept the transfer of the Business upon and subject to the terms of this Agreement

#### AGREEMENT:

#### 1. SALE AND PURCHASE OF THE BUSINESS

- The Vendor shall sell and transfer to the Purchaser, free from all liens, charges, encumbrances or third party interests, and the Purchaser shall purchase from the Vendor the following assets and undertaking of the Vendor in respect of the Business upon the terms and subject to the conditions of this Agreement with effect from 00.02am on the Business Day following the date of this Agreement (the "Effective Time"), notwithstanding the date of this Agreement
  - (a) the Plant & Machinery,
  - (b) the Goodwill,
  - (c) the benefit (subject to the burden) of the Contracts and Business Claims,
  - (d) the Records and Marketing Information,
  - (e) the Debts,
  - (f) the benefit of all the trade and other debtors and prepayments of the Business and the burden of the Creditors of the Business following the Effective Time,
  - (g) all cash of the Business,
  - (h) all intellectual property rights (whether or not registered) owned by the Vendor or used in the Business, including without prejudice to the generality of the foregoing, all design rights, database rights, patents, trademarks, trade names, licensing rights, copyright and any rights which the Vendor may have under any agreements relating to the

licence, application, exploitation, use and development of intellectual property or technology and any rights which the Vendor may have to receive royalty and other payments thereunder,

- (1) the benefit (subject to the burden) of all Leasing Agreements,
- (1) the benefit of all Consents,
- (k) the benefit of any insurance claims and the benefit of any insurance policies which relate to the Business,
- (l) the Vendor's interest in the Properties, and
- (m) any other property and assets owned by the Vendor and employed in the Business,

all of which assets are referred to in this Agreement as "the Purchased Assets"

- Nothing in this Agreement shall pass to the Purchaser, or shall be construed as acceptance or assumption by the Purchaser of, any liability, debt or other obligation of the Vendor other than as expressly set out in this Agreement
- For the avoidance of doubt the property in and title to the Purchased Assets shall pass to the Purchaser at the Effective Time notwithstanding the date of this Agreement, and from that time the Vendor shall hold those of the Purchased Assets which require to be formally transferred or assigned on trust for the Purchaser absolutely until they shall have been formally transferred or assigned to the Purchaser.
- 14 The Purchaser shall pay the whole legal expenses of both parties in connection with this Agreement, and all other costs or expenses in respect of any transfer or conveyance to follow hereon or otherwise relating to the implementation of this Agreement
- The Vendor warrants to the Purchaser that, save in respect of any assets held under the Leasing Agreements, all of the Purchased Assets are legally and beneficially owned by the Vendor free and clear from any encumbrances, charges, securities, liens or other restrictions and that the Vendor has full power and authority to sell the same to the Purchaser and to enter into this Agreement.

## 2. CONSIDERATION

- 21. The total consideration for the sale and purchase of the Business is an amount equal to the net book value of the Business as at the Effective Time exclusive of any VAT that may be chargeable thereon (the "Consideration"), together with the assumption by the Purchaser of the liabilities referred to in Clause 23.
- The Consideration shall be satisfied by the issue by the Purchaser to the Vendor of the Consideration Shares at Completion

## 23 Subject to Clause 54, the Purchaser shall

- assume responsibility for all of the Contracts and shall timeously discharge, free and relieve and so indemnify the Vendor against any claim for payment by any of the trade creditors of the Business (including but not limited to the Creditors) to the extent that such claims relate to the Business,
- 2 3.2 timeously discharge all other debts, liabilities (including the Liabilities) and other obligations incurred by the Vendor in connection with the Business,
- 23.3 keep the Vendor fully indemnified against all such debts, liabilities and other obligations as are referred to in Clauses 231 and 232 and against all actions, costs, damages and demands arising in respect thereof,
- account in respect of the Business on or prior to the Effective Time and which have not been presented for payment prior to the Effective Time (and the Purchaser shall be entitled to the benefit of all cheques and bills of exchange in favour of the Vendor in respect of the Business which have not cleared on or prior to the Effective Time), and
- discharge and indemnify the Vendor and keep the Vendor fully and effectively indemnified at all times from and against any tax arising in respect of the Business relating to or attributable to any period, whether before or after the Effective Time

### 3. COMPLETION

The completion of the sale and purchase of the Business and Purchased Assets shall occur on the Completion Date at the registered office of the Purchaser (or at such other place as the parties shall agree) forthwith upon the execution of this Agreement when:

- 31 the Vendor shall execute all such documents and do all such other things as may be necessary to effect the transfer of the Purchased Assets transferred in terms of Clause 1 hereof with effect from the Effective Time, and
- the Purchaser shall issue the Consideration Shares to the Vendor and enter the Vendor into the Purchaser's register of members and issue a share certificate to the Vendor in respect of the Consideration Shares

#### 4. EMPLOYEES

The Purchaser and the Vendor agree that the Transfer Regulations apply to the sale of the Business hereunder and that the contracts of employment of the Employees shall be transferred to the Purchaser with effect from the Effective Time

- The Purchaser shall be responsible for the payment of all wages, salaries, holiday pay and out of pocket expenses due to the Employees pursuant to their employment with the Vendor, whether the same arise before, on or after the Effective Time and shall indemnify the Vendor in respect of all and any claims in respect thereof
- The Vendor shall on the later of the Completion Date and the Effective Time deliver or procure the delivery to the Purchaser of all employment records (including, without prejudice to the foregoing generality, National Insurance and PAYE records) relating to the Employees and shall comply with the provisions of regulation 80 of The Income Tax (Employments) Regulations 1993

#### 5. CONTRACTS

- 51 The Purchaser shall acquire the Contracts with effect from the Effective Time.
- All obligations and liabilities to the other contracting party in each of the Contracts shall, whether they relate to a period before or after the Effective Time, be the responsibility of the Purchaser. The Purchaser shall, to the extent not discharged or performed at the Effective Time, perform or procure the performance of all obligations and discharge or procure the discharge of all liabilities under the Contracts as and when required to do so under and in accordance with the Contracts.
- If any Contract cannot be assigned by the Vendor to the Purchaser except by an agreement of novation or with a consent to assignment or without the assignment constituting an event of default or termination or if the Contract prohibits or does not permit assignment, no assignment takes place by virtue of this Agreement until legally capable of taking effect, but.
  - 531 the Vendor and the Purchaser shall (at the request of the Purchaser) together take all reasonable steps to procure that the relevant Contract be novated or to obtain the consent or waiver to the event of default or to the termination,
  - or the relevant provision waived, the Vendor shall hold the Contract in trust for the Purchaser and the Purchaser shall, at its own cost and for its own benefit, perform the Vendor's obligations under such Contract arising after the Effective Time and indemnify the Vendor against all liability (and all costs reasonably incurred by the Vendor in connection therewith), and
  - 533. If the other party to such Contract claims or alleges a breach on the grounds that the Vendor is no longer actually performing such Contract, the Purchaser shall offer in writing to such party to carry out the Contract on the same terms as may have been required of the Vendor
- The Vendor shall procure that the Acqua Suio Partnership (the "Partnership") shall as agent for the Purchaser be responsible for the payment of the

Creditors and collection of the Debts, provided that the Vendor shall only be required to procure that the Partnership makes payment to any Creditor to the extent that it is in funds to do so or has otherwise agreed in writing with the Purchaser that it will do so. The Vendor shall procure that the Partnership accounts for any excess of the Debts collected over the Creditors paid on the date falling 3 months after the date of this Agreement, and at monthly intervals thereafter. In the event that the amount of the Creditors due to be paid at any time exceeds the amount of the Debts collected at such time, the Purchaser shall forthwith upon the written demand of the Vendor put the Vendor (or, if so directed by the Vendor, the Partnership) in funds to pay such creditors timeously

#### 6. SUPPLIES AND ORDERS

The Purchaser agrees to relieve and indemnify the Vendor for liabilities in connection with all supplies (whether in relation to goods, services or otherwise) delivered or made in connection with the Business on or after the Effective Time in respect of all orders made or undertakings given by or on behalf of the Vendor prior to the Effective Time provided that such orders and supplies were made in the ordinary course of business and for the purpose of and in relation to the Business and have not been paid for by the Vendor prior to the Effective Time. The Purchaser will be liable to account to and make payment therefor in full to the Vendor within seven days of a request in writing so to do

#### 7. POST COMPLETION

- Following the Completion Date, the Vendor shall, forthwith upon receipt, forward to the Purchaser any notices, correspondence, information or enquiries which relate to the Business and which were received by it following the Effective Time
- To the extent that any moneys are received after the Effective Time by one party which belong to the other party, the recipient shall (subject to any provisions to the contrary contained in this Agreement) hold the same on trust for that other party and account to that other party for the same within five Business Days of receipt (or, if later and if not then so accounted for, on the Completion Date)

#### 8. TAX

#### 81 Consideration

The Consideration is exclusive of an amount equal to any VAT chargeable thereon

#### 82 TOGC

The parties intend that and shall use all reasonable endeavours to procure that the Business and assets to be transferred under this Agreement (the "Transfer") shall be transferred under this Agreement as a going concern and accordingly the Vendor and the Purchaser shall give notice of such transfer to

H M Revenue & Customs as required by paragraph 7 of Schedule 1 VATA 1994 or by paragraph 6 of the Value Added Tax Regulations 1995 ("VAT Regulations") or as otherwise required by law

## 83 Payment of VAT

- 831 The Vendor shall not issue a VAT invoice to the Purchaser at Completion in respect of the Transfer and no VAT shall be payable at Completion by the Purchaser in respect of the Consideration
- If any VAT shall be determined (or agreed by the parties) to be chargeable in respect of the Transfer, the Vendor shall forthwith issue a valid VAT invoice to the Purchaser in respect thereof and the Purchaser shall pay such VAT to the Vendor on the basis provided in Clause 83.3, together with an amount equal to any surcharges, penalties and interest arising for the Vendor in respect of the period from Completion to the date on which the Purchaser pays such VAT to the Vendor. The Vendor shall, forthwith upon receipt of such VAT from the Purchaser, account for the same to HM Revenue & Customs.
- 8 3 3 The Purchaser shall pay to the Vendor any VAT which it is required to pay pursuant to Clause 8 3 2 within 5 Business Days of the receipt of the relevant VAT invoice

#### 84 Records

The Vendor shall on Completion deliver to the Purchaser all records referred to in Section 49 of the VATA 1994 and shall not thereafter make any request to H.M. Revenue & Customs for such records to be taken out of the custody of the Purchaser and the Purchaser hereby undertakes to (a) preserve such records for such period as may be required by law and (b) to allow the Vendor and its advisers full access to such records, during normal business hours, for the purpose of copying and/or inspecting the same (but only to the extent such records relate to any period on or before Completion)

#### 85 Purchaser's Covenants etc

The Purchaser warrants, represents and undertakes to the Vendor as follows

- (a) that after Completion the Purchaser (or a member of its VAT group) shall use the assets acquired pursuant to this Agreement in carrying on the same kind of business, whether or not as part of any existing business of the Purchaser, as that carried on by the Vendor prior to Completion and authorises the Vendor to make such representation known to H M Revenue & Customs,
- (b) that the Purchaser is, or will immediately become as a result of the transfer of the Business and assets pursuant to this Agreement, a taxable person as defined in the VATA 1994,
- (c) that the Purchaser

- (1) has made an election pursuant to paragraph 2 of the said Schedule 10 in relation to all land or buildings to be transferred to the Purchaser pursuant to this Agreement,
- (11) has notified the making of any such election to H M Revenue & Customs in accordance with paragraph 3(5) of Schedule 10 VATA 1994, and
- (iii) has, where appropriate, obtained prior written consent of H M Revenue & Customs as required by paragraph 3(6) of Schedule 10 VATA 1994;
- (iv) has not revoked any such election,

and that the provisions of Article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 do not apply to the Purchaser

#### 86 Vendor's Covenants etc

The Vendor hereby represents, warrants and undertakes to the Purchaser as follows

- (a) the Vendor is a taxable person as defined in the VATA 1994;
- (b) an election has been made under paragraph 2 of Schedule 10 to the VATA 1994 by the Vendor or any person in relation to whom the Vendor is a relevant associate (as defined in paragraph 3(7) of Schedule 10 of VATA 1994) in relation to land or buildings in respect of which any interest, right or licence is to be granted or transferred to the Purchaser pursuant to this Agreement,
- (c) none of the assets to be sold pursuant to this Agreement is or includes a capital item to which the provisions of Part XV of the VAT Regulations applies,
- (d) all proper records have been kept and all proper returns and payments have been made as required by law for the purposes of VAT in connection with the Business;
- (e) none of the assets agreed to be sold under this Agreement are the subject of any security in favour of H M. Revenue & Customs under paragraph 4 of Schedule 11 VATA 1994

## 9. NOTICES

- 91 All notices, requests, demands or other communications to or upon the respective parties shall be deemed to have been given by delivery or by being sent by recorded mail
  - 911 in the case of the Vendor to its principal place of business as stated above or to such other address in the UK as it may from time to time notify to the Purchaser for such purposes and in every event it and the

envelope containing the same must be clearly marked "For the urgent attention of Tony Vezza".

- 912 in the case of the Purchaser to its registered office or to such other address in the UK as it may from time to time notify to the Vendor for such purposes and in every event it and the envelope containing the same must be clearly marked "For the urgent attention of Tony Vezza";
- 92 Any such notice, request, demand or communication shall
  - 921 If delivered personally be deemed to have been received at the time of such delivery or if delivery is not on a Business Day on the Business Day following such delivery,
  - 9 2 2 If given by recorded delivery be deemed to have been received on the second Business Day occurring after the date of posting

#### 10. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the Vendor and the Purchaser with respect to the transactions contemplated herein and shall supersede all prior proposals, representations, agreements and negotiations relating thereto, whether written, oral or implied, between the parties hereto or their respective advisers or any of them (save in respect of fraudulent misrepresentations) and no modification or alteration of this Agreement shall be enforceable except by an amendment in writing duly executed by the parties

## 11. FURTHER ASSURANCE

The Vendor undertakes to and agrees with the Purchaser that it will at the request of the Purchaser and without hindrance or difficulty (and will do (or refrain from doing)) all such acts and things and execute all deeds and documents in such form as the Purchaser may require and use its best endeavours to enable the Purchaser to receive the full benefit of this Agreement and in particular, but without prejudice to the generality of the foregoing, to obtain all third party consents as in the opinion of the Purchaser may be necessary or desirable to vest ownership and possession of the items agreed to be sold and purchased hereunder in the Purchaser

#### 12. GENERAL

- 12.1 Notwithstanding Completion, this Agreement shall, except in so far as then implemented, remain in full force and effect
- None of the benefits of and rights under this Agreement may be assigned or transferred in whole or in part
- 12.3. Except where a time limit is imposed under the terms of this Agreement no failure or delay by the Purchaser to exercise any right or power hereunder

shall operate as a waiver thereof nor shall any partial exercise preclude any other or further exercise or the exercise of any other right

- 124 The Vendor and the Purchaser shall after the Completion Date each execute such documents and do such things as may be reasonably required to transfer to the Purchaser the Company's interest in the Business and the Purchased Assets
- 125 The Purchaser shall accept without investigation or objection such title the Vendor may have to any part of the Purchased Assets transferred to it pursuant to this Agreement
- For the avoidance of doubt it is hereby expressly declared that so far as it may 126 competently do so the Vendor shall transfer title to and risk in all moveable assets comprised in the Purchased Assets by delivery to the Purchaser
- Words and phrases used in this Agreement with capitalised terms shall have 12.7 the meanings set out in the Schedule

#### **GOVERNING LAW** 13.

This Agreement shall be governed by and construed in all respects in accordance with Scots law and the parties hereto irrevocably submit to the non exclusive jurisdiction of the Scottish Courts IN WITNESS WHEREOF this Agreement comprising this and the 8 preceding pages and the Schedule has been executed at Glasgow on 2006 as follows

SIGNED on behalf of
<b>SUIO HOLDINGS</b>
LIMITED

in the presence of the

following witness

Witness

by

**Full Name** 

Address

SIGNED on behalf of

**SUIO UK** 

LIMITED

by

(Director)

in the presence of the following witness

Witness

Andrew Wish Robert Tosh

Full Name

Address

Edinberg

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#### **SCHEDULE**

#### **DEFINITIONS AND INTERPRETATION**

In this Agreement, unless the context shall otherwise require, the following words and expressions shall have the following meanings

"the Business" means the former water distribution business of

the Acqua Suio Partnership, as acquired by the Vendor immediately prior to the Effective Time,

"Business Claims" means all rights and claims of the Vendor under

any warranties, conditions, guarantees or indemnities expressed or implied in favour of the Vendor existing as at Completion in relation to

the Business,

"Business Day" means any day other than a Saturday, Sunday or

day on which UK clearing banks are closed for

normal business in London,

"Completion" means completion of the sale and purchase

herein provided for pursuant to and in accordance with the provisions of Clause 3

hereof,

"Completion Date" means the date of this Agreement (or such other

date as may be agreed in writing between the

parties hereto),

"Consents" means any regulatory consents, planning

permissions, licences, approvals and permits in

respect of the Business held by the Vendor,

"Consideration Shares" means 99 ordinary shares of £1 each in the capital

of the Purchaser,

"Contracts" means all contracts, agreements, orders and

engagements (including contracts of service, employment and insurance) entered into by the Vendor in respect of the Business in the ordinary course existing at the Effective Time and the Vendor's order book in so far as the same relates

to the Business,

"Creditors" means all of the trade debts owed by the Vendor

in respect of the supply of goods and/or services to the Vendor in connection with the Business to the extent supplied to the Vendor prior to the Effective Time, and any other debts owed by the Vendor (including to any other member of its

group) in respect of the Business as at the

Effective Time,

"Debts"

means all of the trade debts due to the Vendor in respect of the supply of goods and/or services by the Vendor in connection with the Business to the extent supplied by the Vendor prior to the Effective Time, and any other debts owed to the Vendor (including by any other member of its group) in respect of the Business as at the Effective Time,

"Employees"

means those persons employed by the Vendor in the Business, as at the Effective Time,

"Goodwill"

means the goodwill of the Business, the right to any client list of the Business and the exclusive right for the Purchaser to represent itself as carrying on the Business in succession to the Vendor;

"Leasing Agreements"

means any leases and/or sub leases to which the Vendor is a party,

"Liabilities"

means all debts, obligations and liabilities of the Vendor whatsoever and wheresoever accrued, absolute or contingent and whether existing at the Effective Time or arising thereafter of any nature whatsoever incurred wholly or exclusively in connection with the Business and where a debt, obligation or liability arises or has arisen partly in connection with the Business, all such debts, obligations or liabilities to the extent that they are incurred or arise or have arisen in connection with the Business,

"Marketing Information"

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means all information relating to the marketing of the Business, including all customer names and lists and customer records, price lists, sales targets, sales statistics, marketing surveys and reports, marketing research and all advertising material, circulars, handbills, tradecards and promotional material,

"Plant and Machinery"

means all corporeal moveable property wherever situated and used in the Business at the Effective Time, together with all rights of the Vendor against the suppliers of the foregoing, whether such rights relate to periods or arise prior to, at or after the Effective Time,

"Properties"

means the freehold properties and the leasehold properties owned or occupied by the Vendor in

respect of the Business,

"Purchased Assets" shall have the meaning set out in Clause 11,

"Records" means all trade records and similar documents

and papers, agreements, contracts, product specifications, records, documents and all working papers, correspondence, files, computer files and records and others relating to the Business and/or the assets agreed to be sold

hereunder and/or the Employees,

"Schedule" means the schedule to this Agreement,

"Transfer Regulations" means the Transfer of Undertakings (Protection

of Employment) Regulations 1981 (as amended),

"VAT" means Value Added Tax,

"VATA 1994" means the Value Added Tax Act 1994,

Words and expressions defined in the Companies Act 1985 (as amended to the date hereof) shall (unless specifically defined herein or unless the context shall otherwise require) bear the same meanings in this Agreement

- Unless the context otherwise requires each gender shall be deemed to include both others and the singular number shall be deemed to include the plural and *vice versa*
- The Clause headings, marginal notes, use of bold print, and contents pages in
   and to this Agreement are for convenience of reference only and shall not affect the construction or interpretation hereof
- Reference in this Agreement to any statute or statutory provision shall include such provision and any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision
- References in this Agreement to persons shall include references to firms, corporations or unincorporated associations
- 17. The Schedule shall be deemed to form part of and be construed as one with this Agreement
- In construing this Agreement the rule known as the *ejusdem generis* rule shall not apply and accordingly
  - general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things, and

general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words