

03-04-2003

Docket No.: 046044-00001

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp.5/31/2002)  
P08A/REV03



102379642

OVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

ONLY

RE

Tab settings → → → ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Iseki Utility Services Limited**  
**Euro Iseki Limited** 10.15.02  
  
Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: **Cognacho Limited**  
Address: **High March**  
  
City: **Daventry** State/Prov.: **Northants**  
Country: **United Kingdom** ZIP: **NN11 4QE**  
  
Additional name(s) & address(es)  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
  
Execution Date: **June 11, 2002**

4. Application number(s) or patent numbers(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
  
Patent Application No.      Filing date  
  
Additional numbers

B. Patent No.(s)  
**5,979,486**  
**5,069,243**  
  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: **C. Brandon Browning, Esq.**  
Registration No. **44570**  
Address: **c/o Sirote & Permutt, P.C.**  
**2311 Highland Avenue South**  
  
City: **Birmingham** State/Prov.: **AL**  
Country: **US** ZIP: **35255-5727**

6. Total number of applications and patents involved: **2**  
  
7. Total fee (37 CFR 3.41):.....\$ **80.00**  
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account  
  
8. Deposit account number:  
  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
  
**C. Brandon Browning, Esq.**  **February 27, 2003**  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and

63

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp.5/31/2002)  
P08/REV03

COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

NLY

10-31-2002  
102266572

Tab settings → → → ▼

To the Honorable Commission

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies).  
Iseki Utility Services Limited  
Euro Iseki Limited

2. Name and address of receiving party(ies):

Name: Cognacho Limited

Internal Address:

Street Address: High March

Daventry, NN11 4QE

City: Northamptonshire

State:

ZIP:

Additional name(s) & address(es) attached?  Yes  No

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: June 11, 2002

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,979,486

5,069,243

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: C. Brandon Browning, Esq.

Internal Address: Sirote & Permutt, P.C.

Street Address: 2311 Highland Avenue South

10/30/2002 JJALLANZ 00000006 501346 5979486

FC:8021 80.00 CH  
City: Birmingham State: AL ZIP: 35205

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41):.....\$ 80.00

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

501346

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

C. Brandon Browning, Esq.

October 15, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

61

Between:

- (1) ISEKI UTILITY SERVICES LIMITED (Company Number 02577559) (“IUS”) acting by its Joint Administrative Receivers WILLIAM JOHN KELLY and JOANNE MARIE WRIGHT both of Kroll Buchler Phillips of Aspect Court, 4 Temple Row, Birmingham B2 5HG (“the Receivers”)
- (2) EURO ISEKI LIMITED (Company Number 18831933) (“EIL”) acting by the Receivers
- (3) COGNACHO LIMITED (to be renamed Iseki Vacuum Systems Limited) (Company Number 4363314) whose registered office is at High March, Daventry, Northamptonshire NN11 4QE acting by David Cartwright a director thereof and duly authorised to sign this Agreement on its behalf (“the Assignee”)

## 1. RECITALS

- 1.1. This Agreement is entered into pursuant to an agreement of even date made between (1) IUS (2) EIL (3) the Assignee (4) Rediweld Holdings Limited (5) the Receivers (“**the Sale Agreement**”) in which IUS and EIL (acting by the Receivers) have agreed to sell and the Assignee has agreed to purchase the Assets with effect from Completion (as those expressions are defined in the Sale Agreement)
- 1.2. IUS and EIL are the proprietors and beneficial owners of the Goodwill and the Intellectual Property (as those expressions are defined in the Agreement).

## 2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 2.1 In consideration of an aggregate of £90,000 sterling (the receipt of which is hereby acknowledged) and the Assignee entering into the Sale Agreement, IUS and EIS HEREBY ASSIGN to the Assignee absolutely all their right, title and interest in the Goodwill for £15,000 and Intellectual Property for £75,000;

- 2.2 This Assignment shall be governed by, and construed in accordance with, English Law and any dispute under this Agreement shall be submitted to the non-exclusive jurisdiction of English courts.
- 2.3 IU, EIL and the Receivers shall during the period of the receivership at the cost and expense of the Assignee, use all reasonable endeavours to do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as the Assignee may from time to time reasonably require for the purpose of vesting in the Assignee all their right title and interest to the Goodwill and Intellectual Property including but not limited to any formal assignment or assignments and/or any other documentation which is required to record the transfer of ownership of any of the Goodwill or Intellectual Property which is the subject of registration at the relevant Registry.
- 2.4 The Receivers do not accept any personal liability hereunder and accordingly any personal liability on their part hereunder or arising directly or indirectly in connection herewith is expressly excluded.

**IN WITNESS** whereof the parties have executed this assignment the day and year first above written.

EXECUTED AS A DEED by ISEKI UTILITY )  
 SERVICES LIMITED acting by )  
 One of the Joint Administrative Receivers )  
 pursuant to powers granted to them by a debenture )  
 dated 30 August 2001 )  
 in favour of the Governor and Company of the )  
 Bank of Scotland in the presence of: )

EXECUTED AS A DEED by EURO ISEKI )  
LIMITED acting by )  
One of the Joint Administrative Receivers )  
pursuant to powers granted to them by a debenture )  
dated 30 August 2001 )  
in favour of the Governor and Company of the )  
Bank of Scotland in the presence of: )

EXECUTED AS A DEED by \_\_\_\_\_ )

and for and on behalf of )

COGNACHO LIMITED )

in the presence of: )

WPA.

**LIST "F"**

**"the Leased Items"**

"F"

**LEASED OR FINANCE ASSETS**

**ISEKI UTILITY SERVICES LIMITED  
AVON BROOK HOUSE  
MASONS ROAD  
STRATFORD-UPON-AVON**

2: Portacabins, Approximately 40ft x 10ft  
(Subject to Hire Agreement with Wernick Hire)

**OFFICE 2**

Toshiba 1550 Photocopier  
(Subject to Lease Agreement)



"G"

WPK.

LIST "G"

"the Licence"

EURO ISEKI LIMITED (1)

COGNACHO LIMITED (2)

REDIWELD HOLDINGS LIMITED (3)

MR W J KELLY AND MRS J M WRIGHT (4)

**LICENCE TO OCCUPY**

Part of leasehold property  
at Avonbrook House, Masons Road, Stratford Upon Avon

Eversheds  
115 Colmore Row  
Birmingham  
B3 3AL

Ref: EKR  
Draft I : 30.5.02

**BETWEEN :-**

- (1) EURO ISEKI LIMITED (Company Number 18831933) (“the Licensor”) acting by its Joint Administrative Receivers WILLIAM JOHN KELLY and JOANNE MARIE WRIGHT both of Kroll Buchler Phillips of Aspect Court, 4 Temple Row, Birmingham B2 5HG (“the Receivers”)
- (2) COGNACHO LIMITED (Company Number 4363314 ) whose registered office is at High March, Daventry, Northants NN11 4QE (“the Licensee”)
- (3) REDIWELD HOLDINGS LIMITED (Company Number (1557007) whose registered office is at High March, High March Industrial Estate, Daventry, Northamptonshire NN11 4QE (“the Surety”)
- (4) THE RECEIVERS

**NOW IT IS AGREED** as follows :-

1. The Licensor acting by the Receivers hereby grants the Licensee the non-exclusive right to use and occupy the premises described in part 1 of the Schedule (“the Premises”) being part of the land more particularly described in the lease (“the Lease”) referred to in Part 3 of the Schedule from 10 June 2002 until 5 July 2002 (inclusive) (“the Licence Period”) (subject to earlier determination as provided in this Licence)
2. The licence fee payable by the Licensee to the Licensor is the amount specified in part 4 of the Schedule (“the Licence Fee”) and is payable on the date of this Licence. Any part of the Licence Fee outstanding at the date of this Licence shall be a debt due from the Licensee to the Licensor payable within 14 days of a written demand.
3. The Licensee agrees to observe the following stipulations with effect from the date hereof:

- 3.1 to pay all rates water rates insurance and other outgoings (including gas electricity and telephone charges) payable in respect of the Premises
- 3.2 not to do or permit to be done upon the Premises anything which may cause a nuisance annoyance or disturbance
- 3.3 not to assign the benefit of this Licence or part with or share the possession of the Premises or any part of them
- 3.4 not to allow any person to sleep on the Premises and to use the Premises only for the purpose specified in part 5 of the Schedule
- 3.5 to maintain the Premises in the state of repair and condition which they are in on the date of this Licence
- 3.6 not to carry out or permit to be carried out any alterations or additions to the Premises
- 3.7 to comply with all requirements in respect of the Premises for which an occupier of a term equal to the Licence Period is liable under any statute order regulation byelaw or any modification or re-enactment thereof for the time being in force and to indemnify the Licensor and the Receivers and each of them in respect of any non-compliance
- 3.8 upon receipt of any notice order direction or other thing from any competent authority in respect of or affecting the Premises to deliver a copy to the Licensor and to the Receivers
- 3.9 at the expiry of the Licence Period or on the earlier determination of this Licence pursuant to clause 4.2 to vacate the Premises and deliver vacant possession to the Licensor and to the Receivers in such state and condition as shall be consistent with the due performance of the Licensee's obligations under this Licence

4. Provided that and it is agreed :-

- 4.1 the Licensor and the Receivers shall not be responsible for any loss or damage which may be done to or suffered by the Licensee or the Licensee's employees

agents visitors or invitees by reason of the state and condition of the Premises or any act neglect or default of the Licensor or the Receivers or the Licensor's or the Receivers agents visitors licensees or invitees or the owner or other tenant licensee or occupier of any adjoining or adjacent premises or any part or parts of such premises provided that the Licensor and the Receivers shall make good any damage caused to the Premises by the Licensor and the Receivers during the Licence Period

- 4.2 the Licensee has a right of access to and egress from the Remaining Property during the Licence Period during normal business hours provided that the Licensee shall make good any damage caused to the Remaining Property by virtue of entering onto the Remaining Property and will indemnify and keep indemnified the Licensor and the Receivers in respect of such damage
- 4.3 the Licensor and the Receivers may determine this Licence and re-enter upon the Premises if the Licensee (being a company) shall enter into liquidation or have a receiver administrative receiver manager or administrator appointed over its assets or any part thereof or enter into any arrangement or composition for the benefit of the Licensee's creditors or shall suffer any distress or execution to be levied on the Licensee's goods at the Premises which is not discharged within 7 days or shall fail to perform or observe any of the stipulations on the Licensee's part contained in this Licence
- 4.4 nothing contained in this Licence shall be construed as creating a legal demise or any greater interest than a bare licence on the terms contained in this Licence
- 4.5 the Licensor is entitled to possession and control of the whole of the Premises and the Licensee acknowledges that the Licensor is continuing to occupy the Premises and that the Licensor and the Receivers and their employees, agents, visitors or invitees may enter upon and occupy the Premises or any part of them for all purposes without any interference whatsoever by the Licensee or the Licensee's employees agents visitors licensees or invitees
- 4.6 the Licensor and the Receivers give no warranty as to the fitness or suitability of the Premises for the Licensee's purposes.

- 4.7 the Licensee shall indemnify and keep indemnified the Licensors and the Receivers and each of them against all liabilities proper and reasonable costs claims and demands resulting from the Licensee's occupation of the premises and/or the Licensee's failure to comply with its obligations hereunder (or any of them)
- 4.8 the Licensee appreciates that it will not obtain any security of tenure under Part II of the Landlord and Tenant Act 1954 by virtue of this Licence
5. The Licensee hereby acknowledges and agrees with the Receivers that following completion of an assets sale agreement of even date made between Iseki Utility Services Limited (1) the Licensors (2) the Licensee (3) the Surety (4) and the Receivers (5) the Licensee will remove from the Premises all of the assets the subject of the sale and clear the Premises to the reasonable satisfaction of the Receivers including removing all scrap and rubbish. For the avoidance of doubt any oil or other contaminants which are discharged during the removal of assets must be cleared up by the Licensee and the timescale for completion of such removal/clearance is the expiry of the Licence Period.
6. The Licensee will pay and indemnify the Licensors and the Receivers of each of them against all Value Added Tax chargeable in respect of any payment made by the Licensee under any of the terms of or in connection with this Licence the taxable payment in each case being deemed to be exclusive of Value Added Tax unless specified to the contrary
7. The Licensee hereby acknowledges and agrees with the Receivers that the Receivers in executing this Licence do not accept any personal liability hereunder and that accordingly any personal liability on their part hereunder or arising directly or indirectly in connection herewith is expressly excluded
8. The Surety hereby guarantees to each of the Licensors and the Receivers as principal obligor full and prompt and complete performance by the Licensee of any and all obligations under this Licence
9. As regards any date or dates or period or periods mentioned in this Licence time shall be of the essence
10. This Licence is personal to the Licensee and may not be assigned charged or otherwise dealt with by the Licensee

# THE SCHEDULE

## Part 1

### (Description of Premises)

The area to the left of the reception on the ground floor of Avonbrook House, Masons Road, Stratford-upon-Avon and part of the yard to the rear of Avonbrook House

## Part 2

### (Remaining Property)

Avonbrook House, Masons Road, Stratford-upon-Avon excluding the Premises described in Part I above

## Part 3

### (The Lease)

A lease dated 31 October 1997 and made between Stratford-on-Avon District Council (1) and the Licensor (2) (including all licences memoranda and other documents supplemental or ancillary to it)

## Part 4

### (Licence Fee)

£20 per calendar day (excluding Value Added Tax)

## Part 5

### (Permitted user of Premises)

Any use that falls within Classes B1 or B2 of the Schedule to the Town and Country Planning (Use Classes) Order 1987

EXECUTED as a DEED by )  
EURO ISEKI LIMITED )  
acting by [ \_\_\_\_\_ ] )  
one of its Joint Administrative Receivers )  
pursuant to powers granted to him by a )  
debenture dated 30 August 2001 in favour )  
of The Governor and Company of the Bank )  
of Scotland in the presence of :- )

EXECUTED as a DEED by )  
COGNACHO LIMITED )  
acting by: )

Director

Secretary/Director

EXECUTED as a DEED by )  
REDIWELD HOLDINGS LIMITED )  
acting by: )

Director

Secretary/Director

"H"

WPK

LIST "H"

"the Plant, Machinery and Equipment"

**ISEKI UTILITY SERVICES LIMITED  
AVON BROOK HOUSE  
MASONS ROAD  
STRATFORD-UPON-AVON**

Portacabin, Approximately 2.5m x 4m

Draper HD19/16B Pillar Drill  
Serial No. 97090323

Hydrovane 502 Air Compressor with Receiver Tank  
Serial No. 502-0079499707

Hydrovane 502 Air Compressor with Receiver Tank  
Serial No. Unknown

Busch Type RC100E Vacuum Pump  
Serial No. 469942

Gast Vacuum Pump

Haverhill Mobile Generator  
Serial No. 51987

Haverhill Mobile Generator  
Serial No. Unknown

Sundry Loose Items to include Work Benches,  
Various Workshop and Small Tools

Portacabin, Approximately 2.5m x 4m

4 Sections of Steel Racking



Sundry Loose Items including Filing Cabinet

Portacabin, Approximately 2.5m x 4m

Sundry Loose Items to include Racking

Steel Container, Approximately 2.5m x 4m

Portacabin, Approximately 2.5m x 4m

Beech Effect Veneer Computer Table

Steel Cabinet

Sundry Loose Items

Portacabin, Approximately 2.5m x 4m

Vacuum Pump with Piping

Quantity of Dismantled Pumps

Sundry Loose Items

Steel Container, Approximately 2m x 6m

Sundry Loose Items to include Various Racking

Startrite 352 Band Saw  
(As Is)

Sundry Loose Items to include Various Spares

Draper HD19/16C Pillar Drill

2: Various Swivel Chairs

Wooden Double Pedestal Desk

Green Upholstered Settee

BIF Floor Mounted Manual Staple Machine

2: Purpose Built Air Pressure Regulators with Associated Hoses and Air Tools

9: Steel Framed Work Benches

11 Drawer Steel Tool Locker

Sundry Loose Items

Steel Container, Approximately 2.5m x 4m

Draper 2500kg Pallet Truck

Sundry Loose Items to include Racking

**GROUND FLOOR**

**OFFICE 1**

2: Wooden Double Pedestal Desks )

Single Pedestal Wooden Desk )

Veneer Desk )

3 Drawer Filing Cabinet )

3: Various Upholstered Chairs )

Veneer Coffee Table )

4 Door Glass Front Cabinet )



Acer Acernote Laptop Personal Computer

Siemens VDU

Acer 5067 Laptop Personal Computer

7: Telephone Handsets

Sundry Loose Items

**OFFICE 2**

- 4: Single Pedestal Veneer Desks )
- )
- 2: Single Pedestal Veneer Desks with Returns )
- )
- 9: 4 Drawer Steel Filing Cabinets )
- )
- Tall 2 Door Veneer Cabinet )
- )
- Steel Drop Front Cabinet )
- )
- 5: Veneer Bookcases )

Hewlett Packard Design Jet 350 Printer

2: Siemens Scenic CAD/CAM Personal Computer with VDU and Keyboard

Compaq Presario Desktop Personal Computer with VDU Rom, 17in VDU and Keyboard

Compaq Deskpro Personal Computer with 17in VDU and Keyboard

Tektronik Phaser 840 Printer

Panasonic UF332 Facsimile Machine

Sundry Loose Items to include Small Office Furniture



OFFICE 3

Sundry Loose Items

- 2: Wooden Tables )
- Double Pedestal Wooden Desk )
- Single Pedestal Veneer Desk )
- 4 Drawer Steel Filing Cabinet )
- 3 Drawer Steel Filing Cabinet )
- 2 Drawer Steel Filing Cabinet )
- 2 Door Wooden Cabinet )
- 3: Various Upholstered Chairs )

Hewlett Packard XE3 Laptop Personal Computer

*Office and sundry equipment utilised by Brian Hayden w/ the Middle East.*



WJH "I"

LIST "I"

"the Purchase Orders"

I.U.S. In Administrative Receivership													
Purchase Order Register													
Order No	Date	Supplier Name	Description of Goods/Services	DATE SIGNED	Value £	VAT £	Gross £	GOODS RECEIVED	Quantity Ordered	Quantity Delivered	Invoice Rec'd	Invoice No.	Invoice Value
1A	22/04/2002	TECONNEX LIMITED	VALVE COMPONENTS	29/04/2002	2,799.63	469.94	3,269.57	27/04/2002			23/05/2002	32331	1,083.13
2A	22/04/2002	TECONNEX LIMITED	V CLAMPS A4000097	29/04/2002	8,130.00	1,422.75	9,552.75	23/04/2002			23/05/2002	32342	2,345.35
			V CLAMPS A4000098					10/05/2002	500	100	23/05/2002	32696	
			V CLAMPS A4000098					10/05/2002	500	100	23/05/2002	32696	1,993.59
			V CLAMPS A4000098					23/05/2002	400	100	31/05/2002	32917	793.11
			V CLAMPS A4000098					17/05/2008	300	100	31/05/2002	32811	781.36
			V CLAMPS A4000098					20/05/2002	200	100	31/05/2002	32825	793.11
			V CLAMPS A4000098					29/05/2002	100	100			
			V CLAMPS A4000097					17/05/2002	400	100	31/05/2002	32807	1,200.48
			V CLAMPS A4000097					20/05/2002	300	100	31/05/2002	32824	1,200.48
			V CLAMPS A4000097					29/05/2002	200	200			
3A	22/04/2002	AVON FASTENINGS	VALVE COMPONENTS	29/04/2002	1,296.50	216.39	1,452.89	22/04/2002			02/05/2002	60157	1,452.89
4A	25/04/2002	AVON FASTENINGS	VALVE COMPONENTS	29/04/2002	750.00	131.25	881.25	24/05/2002			27/05/2002	60528	881.25
5A	25/04/2002	WEST INSTRUMENTS	VALVE COMPONENTS	29/04/2002	4,605.00	805.88	5,410.88	24/05/2002					
6A	25/04/2002	CITIBOND TRAVEL LONDON	HIRE 8 SEATER MINIBUS	28/04/2002	312.98	54.77	367.75	25/04/2002			01/05/2002	837902	359.00
7A	25/04/2002	NICHOLSON LTD	VALVE COMPONENTS	29/04/2002	3,951.09	586.44	4,537.53	25/04/2002			02/05/2002	9198	3,937.54
8A	25/04/2002	EEDHAM & BENNISON	ELECTRICAL STATION COMPONENTS	30/04/2002	2,903.64	508.14	3,411.78	30/04/2002			02/05/2002	206655	3,411.78
9A	25/04/2002	GEORG FISCHER WAVIN	PIPE VACUUM STATION COMPONENTS (CHF)	30/04/2002								PROFORMA	11,566.65
10A	25/04/2002	CARLO GAVAZZI ELECTRO	GENERATOR FOR VACUUM STATION	30/04/2002	3,749.79	656.21	4,406.00	08/05/2002			15/05/2002	166896	4,418.93
11A	CANCELLED	CANCELLED	CANCELLED	CANCELLED	0.00	0.00	0.00	CANCELLED					
12A	26/04/2002	D.P. SEALS	VALVE COMPONENTS	30/04/2002	560.90	98.16	659.06	09/05/2002			13/05/2002	28238	659.06
13A	26/04/2002	LADBROOK MFG LTD	VALVE COMPONENTS	30/04/2002	864.65	151.31	1,015.96	23/05/2002			10/05/2002	PROFORMA	1,015.96
14A	26/04/2002	MAGNET APPLICATIONS	VALVE COMPONENTS (AMENDED)	30/04/2002	336.00	58.80	394.80	20/05/2002				PROFORMA	394.80
15A	26/04/2002	SRM BUILDINGS	VALVE COMPONENTS	30/04/2002	1,311.00	229.43	1,540.43	13/05/2002			20/05/2002	34579	1,112.73
								13/05/2002			20/05/2002	34584	290.23
								30/05/2002			31/05/2002	34770	164.50
16A	26/04/2002	BSL LTD	VALVE COMPONENTS	30/04/2002	450.87	78.90	529.77	28/05/2002			31/05/2002	021115042	507.38
17A	29/04/2002	UNITED WIRE LTD	VALVE COMPONENTS	30/04/2002	278.30	48.70	327.00	13/05/2002			13/05/2002	IA22398	327.00
18A	29/04/2002	EUROPEAN SPRINGS	VALVE COMPONENTS	30/04/2002	2,348.50	410.99	2,759.49	02/05/2002			09/05/2002	49980	2,514.50
								02/05/2002			09/05/2002	49982	178.01
								02/05/2002			06/06/2002	97900	54.44
19A	29/04/2002	REDIMELD RUBBER	VALVE COMPONENTS	30/04/2002	39,088.15	6,840.50	45,928.75	13/05/2002			13/05/2002	PROFORMA	22,964.82
20A	29/04/2002	CAPPERS GPS	VALVE COMPONENTS	30/04/2002	2,100.00	367.50	2,467.50	10/05/2002			13/05/2002	PROFORMA	22,964.82
21A	29/04/2002	BRUCE BOXES	VALVE COMPONENTS	30/04/2002	1,199.25	209.87	1,409.12	08/05/2002			24/05/2002	27100778	2,467.50
22A	CANCELLED	CANCELLED	CANCELLED	CANCELLED	0.00	0.00	0.00	CANCELLED			13/05/2002	8616	1,409.12
23A	29/04/2002	ABBOTT'S PACKAGING	POLYTHENE BAG	30/04/2002	58.00	10.15	68.15	08/05/2002			13/05/2002	415854	68.15

24A	29/04/2002	HEYCO LTD	BLACK NYLOC CLIPS	30/04/2002	520.20	91.04	611.24	23/05/2002		PROFORMA		
25A	29/04/2002	MANTEK MFG LTD	VALVE COMPONENTS (AMENDED)	30/04/2002	348.50	60.99	409.49	09/05/2002		14/05/2002	109808	409.50
26A	29/04/2002	DREXEL-BORNE SYSTEMS	VALVE COMPONENTS	30/04/2002	19,110.00	334.43	2,245.43	08/05/2002		13/05/2002	10761A	2,757.73
27A	29/04/2002	MICOM LTD	VALVE COMPONENTS	30/04/2002	3,830.00	670.25	4,500.25	30/05/2002		07/06/2002	5417	855.72
			A3000035						500			
			A3000062						250			
			A3000035					06/06/2002	381	106		
			A3000035						275			
28A	29/04/2002	BEVANS HOLDINGS LTD	VALVE COMPONENTS	30/04/2002	3,720.00	651.00	4,371.00				PROFORMA	4,388.63
29A	30/04/2002	MESSE MUNCHEN GMBH	IFAT EXHIBITIONS (EURO)	05/05/2002	6,222.71	0.00	6,222.71	05/05/2002			PROFORMA	623.93
30A	02/05/2002	R.W.GREEK	WORKSHOP GREASE AND MOLYKOTE	02/05/2002	531.00	92.93	623.93	14/05/2002			PROFORMA	265.88
31A	02/05/2002	WERNICK HIRE LTD	PORT A CABINS WORKSHOPS	02/05/2002	704.00	123.20	827.20	N/A		09/05/2002	300206	915.82
								N/A		31/05/2002	302139	375.00
32A	02/05/2002	EUROGATE INTERNATIONAL	VALVE SHIPMENT TO HUNGARY	02/05/2002	1,395.00	244.13	1,639.13	03/05/2002		13/05/2002	10320273	510.00
								03/05/2002		13/05/2002	10320274	510.00
								03/05/2002		13/05/2002	10320275	510.00
33A	02/05/2002	TECONNEX LTD	VALVE COMPONENTS	09/05/2002	8,130.00	1,422.75	9,552.75					
			A4000097					30/05/2002	500	100		
			A4000098					30/05/2002	500	100		
			A4000097					31/05/2002	400	100		
			A4000098					31/05/2002	400	100		
			A4000097					05/06/2002	300	50		
			A4000098					05/06/2002	300	50		
			A4000097						250			
			A4000098						250			
34A	02/05/2002	SRM MOULDINGS	VALVE COMPONENTS	09/05/2002	1,129.00	197.58	1,326.58					63.91
			A2000028					13/05/2002	500	21	20/05/2002	34580
			A3000032					13/05/2002	500	49		
			A3000071					13/05/2002	500	500	20/05/2002	34585
			A2000028					29/05/2002	479	572	31/05/2002	34761
			A3000032					30/05/2002	451	451	01/12/2065	
			A4000041					30/05/2002	3000	3000	31/05/2002	34471
35A	02/05/2002	MICOM LTD	VALVE COMPONENTS	09/05/2002	3,060.00	535.50	3,595.50					
36A	02/05/2002	BSI LTD	VALVE COMPONENTS	09/05/2002	403.55	70.62	474.17	29/05/2002			07/06/2002	3819511763
37A	02/05/2002	WEST INSTRUMENTS	VALVE COMPONENTS	08/05/2002	2,984.04	522.21	3,506.25	24/05/2002			31/05/2002	WIL057468
38A	02/05/2002	MAGNET APPLICATIONS	VALVE COMPONENTS	08/05/2002	335.00	58.80	394.80					
39A	02/05/2002	BRUCE BOXES	VALVE COMPONENTS	08/05/2002	900.00	157.50	1,057.50					
40A	02/05/2002	AVON FASTENINGS	VALVE COMPONENTS	08/05/2002	1,236.50	216.59	1,452.89	27/05/2002			07/06/2002	60630
											07/06/2002	60613
41A	02/05/2002	EUROPEAN SPRINGS	VALVE COMPONENTS	08/05/2002	2,456.94	429.96	2,886.90	24/05/2002			27/05/2002	50216
											06/06/2002	50250
42A	02/05/2002	REDIWELD RUBBER	VALVE COMPONENTS	08/05/2002	38,539.62	6,744.43	45,284.05					
43A	02/05/2002	CARPERS GFS	VALVE COMPONENTS	09/05/2002	2,100.00	367.50	2,467.50	23/05/2002			07/06/2002	27100794
												2,467.50



"J"  
WJH

LIST "J"

"the ROT Claims"

1. Avon Fastenings & Industrial Supplies Limited
2. Grange Meadow
3. SRM Mouldings Limited
4. Nicholson Limited
5. European Spring and Pressings Limited
6. Magnet Applications Limited

- (1) ISEKI UTILITY SERVICES LIMITED
- (2) EURO ISEKI LIMITED
- (3) COGNACHO LIMITED (to be renamed Iseki Vacuum Systems Limited)
- (4) REDIWELD HOLDINGS LIMITED
- (5) MR W J KELLY AND MRS J M WRIGHT

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## ASSETS SALE AGREEMENT

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## EVERSHEDS

115 Colmore Row  
Birmingham  
B3 3AL  
Tel: 0121 232 1000  
Fax: 0121 232 1900

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**BETWEEN:**

- (1) ISEKI UTILITY SERVICES LIMITED (Company Number 02577559) (“IUS”) acting by its Joint Administrative Receivers WILLIAM JOHN KELLY and JOANNE MARIE WRIGHT both of Kroll Buchler Phillips of Aspect Court, 4 Temple Row, Birmingham B2 5HG (“the Receivers”)
- (2) EURO ISEKI LIMITED (Company Number 18831933) (“EIL”) acting by the Receivers
- (3) COGNACHO LIMITED (to be renamed Iseki Vacuum Systems Limited) (Company Number 4363314) whose registered office is at High March, Daventry, Northants NN11 4QE acting by David Cartwright a director thereof and duly authorised to sign this Agreement on its behalf (“the Purchaser”)
- (4) REDIWELD HOLDINGS LIMITED (Company Number 1557007) whose registered office is at High March, Daventry, Northamptonshire NN11 4QE acting by David Cartwright a director thereof and duly authorised to sign this Agreement on its behalf (“the Surety”)
- (5) THE RECEIVERS

**1. INTERPRETATION**

1.1 In this Agreement and the Schedules hereto and the lists attached hereto the following expressions shall unless the context otherwise requires have the meanings following:

- “Assets” means all and any of the Contracts, the Finished Goods, the Goodwill, the Intellectual Property, the Plant Machinery and Equipment, the Stock and the Work in Progress
- “the Bank” means The Governor and Company of the Bank of Scotland
- “the Business” means the business of manufacturing and supply of the Valves carried on by IUS
- “the Clearing Bank” means a bank which is a member of CHAPS Clearing Company Limited

“Completion” means completion of the sale and purchase in accordance with clause 7 hereof

“the Completion Date” means the date hereof

“the Nominated Contracts” means such of the uncompleted (whether in whole or in part) contracts agreements orders engagements and arrangements of the Business between IUS and the Customers which are nominated by the Purchaser in accordance with clause 10 hereof

“the Costing Sheet” means the list of the latest cost values for the component parts of the Valves attached hereto and marked A and initialled for identification by or on behalf of the parties

“the Customers” means those third parties to whom IUS supplies or has supplied goods and/or services

“the Date of Nomination” means the date upon which the Purchaser serves written notice of one or more of the Nominated Contracts in accordance with clause 10

“the Debts” means any and all book and other debts of the Vendors and forms of monetary indebtedness of third parties to the Vendors and monetary rights of the Vendors (whether by way of set-off counterclaim or otherwise) against third parties

“the Deferred Consideration” that part of the Purchase Price attributable to the Stock, Work in Progress and Finished Goods the payment of which is deferred pursuant to the provisions of clause 6.2.5

“the Effective Date” means close of business on 7 June 2002

“the Employees” means the employees of IUS short particulars of which are set out on the list attached hereto, marked “B”, and initialled for identification by or on behalf of the parties

“the Excluded Items”

means those items owned by third parties short particulars of which are set out on the list attached hereto, marked “C”, and initialled for identification by or on behalf of the parties

“the Finished Goods”

means Valves which at Completion are both completed and ready for despatch but, for the avoidance of doubt excluding all such Valves which have been delivered and/or invoiced by IUS prior to Completion

“the Goodwill”

means the goodwill and connection of the Business including, but not limited to, details of outstanding orders and enquiries received by IUS from the Customers and/or third parties, quotations submitted by IUS to third parties together with the exclusive right insofar as IUS can grant the same for the Purchaser to represent itself as carrying on the Business in succession to IUS and the right insofar as the Vendors can grant the same to use the name “Iseki”

“the Intellectual Property”

means (if any) the following:

(i) all the patents, trade marks and registered designs of the Vendors used in connection with the Business together with all applications for the same including (without limitation) those listed in the list attached hereto and marked “D” and initialled for identification by or on behalf of the parties, and

(ii) all inventions of the Vendors connected with the Business whether or not capable of protection by patent or registration; and

(iii) all know-how of the Vendors connected with the Business; and

(iv) all copyright (including any such rights in software) the domain name [www.iseki-vacuum.com](http://www.iseki-vacuum.com) and unregistered design rights and drawings, designs

and other documents of the Vendors relating to the Business

“the Intellectual Property Assignment” means the assignment of the Intellectual Property in the form of the document attached hereto, marked “E” and initialled for identification by or on behalf of the parties

“the IP Licence” means any licences or authorisation in any form, pertaining to the use, enjoyment and exploitation by the Vendors of any Intellectual Property in connection with the Business

“the Leased Items” means those items owned by third parties which are the subject of lease/rental/hire agreements short particulars of which are set out on the list attached hereto, marked “F”, and initialled for identification by or on behalf of the parties

“the Licence” means the licence to occupy part of the Property in the form of the document attached hereto, marked “G”, and initialled for identification by or on behalf of the parties

“the Plant Machinery and Equipment” means all the plant, machinery, equipment and office furniture of IUS used in the Business short particulars of which are set out on the list attached hereto, marked “H”, and initialled for identification by or on behalf of the parties

“the Property” means the property known as Avonbrook House, Masons Road Industrial Estate, Stratford-upon-Avon

“the Purchase Orders” means those contracts and/or agreements between IUS and third parties for the supply of goods and/or services by such third parties as set out on the list attached hereto marked “I” and initialled for identification by or on behalf of the parties

“the Purchase Price” means the aggregate of the sums specified in and/or calculated pursuant to the provisions of sub-clauses

6.2.1 – 6.2.4 (inclusive) hereof (exclusive of Value Added Tax)

- “the Purchaser’s Solicitors” Means Messrs Shoosmiths of The Lakes, Northampton NN4 7SH
- “the Receivers’ Solicitors” means Messrs Eversheds of 115 Colmore Row Birmingham B3 3AL
- “the ROT Claims” means those suppliers that have made retention of title claims as at the Completion Date detailed on the list attached hereto and marked “J” and initialled for identification by or on behalf of the parties
- “the Stock” means all current components for incorporation into the Valve, owned by IUS at Completion, excluding, for the avoidance of doubt, any stock which is subject to a retention of title clause
- “the Valves” means the vacuum valves manufactured by IUS in the course of the Business
- “the Vendors” means IUS and EIL or either of them
- “the Work-in-Progress” means Valves owned by IUS which, at Completion, are in the course of manufacture but which, for the avoidance of doubt, do not constitute either Finished Goods and/or Stock

- 1.2 Words and expressions the definitions of which are contained in the Companies Act 1985 and/or in the Insolvency Act 1986 and/or in the Insolvency Rules 1986 (as amended) shall be construed as having the meanings thereby attributed to them
- 1.3 The references to any statute statutory instrument or regulation shall be construed as references to that provision as respectively amended extended consolidated or re-enacted (whether before or after the date hereof and whether with or without modification) from time to time and shall include any orders regulations instruments or other subordinate legislation made under the relevant statute or provision
- 1.4 The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa and references to persons shall include corporations

1.5 The headings are inserted for convenience only and shall not affect the construction of this document

1.6 Reference to clauses or schedules are to clauses or schedules to this Agreement, and the schedules are deemed to be incorporated in this Agreement, and a reference to this Agreement includes a reference to the schedules

## 2. **RECITALS**

2.1 The Vendors (acting by the Receivers) have agreed to sell and the Purchaser has agreed to purchase the Assets with effect from Completion upon the terms of this Agreement

2.2 The Purchaser is entering into this Agreement having made such inspection of the Assets as it thinks fit, on the basis of a purchase by it of the Assets in their present state and condition, and in full knowledge and acceptance of the terms and conditions of this Agreement and in particular (but without limitation) of the fact that the price to be paid by it hereunder will be calculated and agreed on the acknowledged basis that (save only as provided herein) the risk of good title not passing hereunder to the Purchaser is the Purchaser's alone and that since it is contracting with companies in receivership the terms hereof are reasonable

## 3. **SALE OF ASSETS**

3.1 The Vendors shall sell and the Purchaser shall purchase with effect from the Effective Date (and in respect of the Nominated Contracts with effect from the Date of Nomination) such right title and interest as they may have in:

3.1.1 The benefit of the Nominated Contracts (but subject to the burden thereof)

3.1.2 The Finished Goods

3.1.3 The Goodwill

3.1.4 The Plant Machinery and Equipment

3.1.5 The Stock

3.1.6 The Work-in-Progress

3.1.7 The Intellectual Property

3.1.8 All other assets physically present in IUS's demised area of the Property

- 3.2 In respect of any of the Assets if it is conclusively established to the satisfaction of the Receivers acting reasonably that any of the Assets are subject to a charge lien or other encumbrance or that the Vendors are unable to pass good title therein to the Purchaser then the Receivers may (at their unfettered option) elect by notice in writing to the Purchaser to exclude such asset from this Agreement whereupon the Purchaser shall be deemed to have waived and relinquished such title (if any) as it may have acquired to such asset
- 3.3 If the title of the Vendors to any of the Assets shall be called into question (whether in any proceedings or otherwise) by any third party following the Effective Date, the Purchaser shall allow to the Receivers and their servants authorised agents and invitees such access to the Property, or to such premises at which the assets may be situate, as may be reasonably necessary to inspect the assets in question during normal business hours for the purpose of resolving such question and of ascertaining whether the election contained in clause 3.2 may be made
- 3.4 In respect either of any of the Assets excluded from this Agreement by the Receivers pursuant to clause 3.2, or of any items not included in the sale hereunder by virtue of clause 5, the Purchaser undertakes with the Vendors and the Receivers and each of them:
- 3.4.1 Not, after the date of election in respect of any items excluded pursuant to the provisions of clause 3.2 and after Completion in respect of any items not included in the sale hereunder to hold itself out as the owner of such items, nor sell, offer for sale, assign, charge or create a lien on the same or any of them and that it will keep them in its own possession at its own expense and in as good repair and condition as they are at the Effective Date. Provided always that such items are collected pursuant to clause 3.4.2 within 4 weeks of Completion, or in the case of items in respect of which an election is made pursuant to clause 3.2, within 4 weeks of such election, failing which they shall be kept and maintained at the Vendors' expense.
- 3.4.2 To permit such reasonable access during normal business hours to the Receivers or the owners of such items, as necessary to facilitate the removal of such items by the Receivers or to/by the owner(s) of such items forthwith on receipt of a written request by the Receivers
- 3.4.3 If, in respect of any of the Assets excluded pursuant to the provisions of clause 3.2, at the date of exclusion such of the Assets have been utilised or sold on to third parties by the Purchaser then the Purchaser will pay to the Receivers on demand the proceeds of sale attributable to such of the Assets or the market

value (if any) of such of the Assets, whichever is the greater (and, in the case of dispute, the market value (if any) shall be determined by Dove-Bid Bache, Birmingham, whose certification shall be final and binding upon the parties and who shall act as experts and not arbitrators and whose fees and disbursements shall be borne by the Vendors and the Purchaser in such proportions as such firm shall decide)

3.5 Save for provided at clause 3.6 it is hereby acknowledged by the Purchaser that the sole risk of there not being good title to the Assets and/or the sole risk of their being subject to a charge lien or other encumbrance other than any in favour of the Bank is the Purchaser's and its alone

3.6 The Vendor agrees that as far as any of the ROT Claims are valid (to be determined at the absolute discretion of the Receivers) the Vendor shall pay or otherwise settle such claim(s) within 28 days of determination of the claim. The Vendor and the Receivers shall have no further liability in respect of the ROT Claims.

#### 4. **THE PROPERTY**

On Completion the Receivers, on behalf of EIL, EIL, the Purchaser and the Surety shall enter into this Licence

#### 5. **EXCLUDED ITEMS/ASSETS**

For the avoidance of doubt only (and not by way of limitation) it is hereby agreed and declared that the following items/assets are excluded from the sale to the Purchaser hereby agreed:

5.1 The Debts together with all cheques bills notes and securities for the same

5.2 All cash of the Vendors whether at bank or in hand at Completion

5.3 All sums received by the Vendors and/or the Receivers from third parties which would, if such sums had not been paid, represent matters/items within the definition of the Debts

5.4 Any actual or potential claim whatsoever made or capable of being made by the Vendors and/or the Receivers

5.5 Any shares in or securities of any body corporate

5.6 All monies and deposits (if any) and the rights to use the same which may have been received by IUS and/or the Receivers on account of IUS's obligations in respect of the Nominated Contracts or other contractual obligations or other obligations of IUS

- 5.7 The Excluded Items
- 5.8 The Leased Items
- 5.9 Any other assets of the Vendors which are either not included or specifically excluded in the sale by any provisions of this Agreement
- 5.10 Any uncompleted contracts, agreements, orders, engagements and arrangements of the Business other than the Nominated Contracts

**6. CONSIDERATION**

6.1 The consideration for the Assets and the Property and the obligations undertaken by the Vendors and/or the Receivers in this Agreement shall be the Purchase Price, the obligations of the Purchaser and the obligations of the Surety

6.2 The Purchase Price shall be attributed as follows:

6.2.1 For the Nominated Contracts the sum of £1.00

6.2.2 For the Goodwill the sum of £15,000.00

6.2.3 For the Intellectual Property the sum of £75,000.00

6.2.4 For the Plant Machinery and Equipment the sum of £40,000.00

6.2.5 In respect of the Stock, the Work-in-Progress and the Finished Goods:-

6.2.5.1 The parties procure that a joint physical stock-take of the Stock, Work-in-Progress and Finished Goods was carried out on 8<sup>th</sup> June 2002 and a schedule of the same drawn up (the "Stock Schedule"). For the avoidance of doubt the Stock, Work-in-Progress or Finished Goods which are not fit for purpose shall not be included within the Stock Schedule

6.2.5.2 The parties shall value:-

(a) the Stock at cost; and

(b) the Work-in-Progress and Finished Goods according to the cost of the component parts contained there in

and the cost of each item of Stock, or each component part of the Work-in-Progress and Finished Goods, as the case may be, shall be as set out in the Costing Sheet

- 6.2.5.3 The Deferred Consideration shall be equal to aggregate value of the Stock, Work-in-Progress and the Finished Goods, as determined pursuant to paragraph 6.2.5.2 above
- 6.2.5.4 If, within 3 working days of Completion the parties cannot agree the Stock Schedule or the Deferred Consideration (such failure to agree being referred to as the "Dispute") the Dispute shall be referred for final decision to an independent chartered accountant
- 6.2.5.5 Such independent chartered accountant shall be appointed by agreement between the Receivers and the Purchaser within 3 working days of any Dispute or, failing agreement on the application of either party by the President for the time being of the Institute of Chartered Accountants in England and Wales
- 6.2.5.6 Each party shall provide or procure that others provide the independent chartered accountant with access to documents and comply with other reasonable requests and shall be entitled to make written representations to such independent chartered accountant concerning the Dispute
- 6.2.5.7 Any determination concerning the Dispute which is made by the independent chartered accountant so appointed shall, save for the manifest error, be conclusive and binding on the parties
- 6.2.5.8 Such independent chartered accountant shall act as an expert and not as an arbitrator when making such determination
- 6.2.5.9 The costs and expenses of such independent chartered accountant shall be borne equally by the parties
- 6.2.5.10 The Purchaser shall pay the Deferred Consideration to the Receivers on behalf of the Vendors on Friday 14 June 2002 or within two working days of determination of any Dispute in accordance with the preceding provisions, whichever is the later

6.3 All amounts expressed in this Agreement as being payable by the Purchaser are exclusive of Value Added Tax

- 6.4 The parties intend that Section 49 of the Value Added Tax Act 1994 and paragraph 5 of the Value Added Tax (Special Provisions) Order 1995 shall apply to the sale of the Assets pursuant to this Agreement
- 6.5 The Purchaser represents and warrants and undertakes to the Vendors and to the Receivers and each of them that:
- 6.5.1 it has made a formal application to HM Customs and Excise to become duly and properly registered for the purposes of Value Added Tax
- 6.5.2 it will from the Effective Date use the Assets in carrying on the same kind of business as the Business carried on by the Vendor at the Effective Date
- 6.6 In the event that an assessment for Value Added Tax should be raised against the Vendors and/or the Receivers in respect of the Assets being sold to the Purchaser hereunder the Purchaser will on production to it by the Vendors and/or the Receivers of a copy of such assessment together with a relevant Value Added Tax invoice discharge the same in full (together with any penalties and interest thereon)

## **7. EXCHANGE AND COMPLETION STOCK TAKE AND DEFERRED CONSIDERATION**

- 7.1 Exchange and Completion of the sale and purchase hereunder shall take place contemporaneously on the Completion Date by telephone when both the Receivers' Solicitors and the Purchasers' Solicitors shall confirm that they hold copies of this agreement duly signed by all parties (or facsimile copies thereof if so agreed) or in such manner and at such other place as the Receivers' Solicitors and the Purchasers' Solicitors may agree, whereupon:
- 7.1.1 The Purchaser shall deliver to the Receivers on behalf of the Vendors a bank draft drawn by a United Kingdom Clearing Bank or a telegraphic transfer to the Receivers' Solicitors' client account for the Purchase Price less the Deferred Consideration
- 7.1.2 Subject to the Purchaser having complied with its obligations pursuant to sub-clause 7.1.1 above the Vendors shall deliver to the Purchaser
- 7.1.2.1 such of the Assets as are capable of delivery and are in the possession of the Vendors;
- 7.1.2.2 the Intellectual Property Assignment, duly executed; and

7.1.2.3 the deeds of release, executed on behalf of the Bank and the Bank of Wales

7.2 Risk in respect of and the Vendors' right title and interest in the Assets shall pass to the Purchaser with effect from the Effective Date

7.3 All charges and outgoings in respect of services and supplies relating to the Business (otherwise than in relation to the Nominated Contracts) shall be apportioned on the basis that such part of such charges and outgoings as is attributable to the period prior to the Effective Date shall be borne by the Vendors and the charges and outgoings attributable to the period commencing immediately after the Effective Date shall be borne by the Purchaser. Any sums payable in respect of such apportionments by the Purchaser to the Vendors, or vice versa, as the case may be, shall be payable forthwith upon agreement of the same by the parties and any dispute shall be resolved in accordance with the provisions of clauses 6.2.5.4 to 6.2.5.9 inclusive

7.4 Within 5 working days following Completion the Vendors shall request the individual shareholder of IUS to join in with EIL (acting by the Receivers) for the purpose of passing a written resolution to change the name of IUS to a name not including the words "Iseki Utility Services" save to denote its former name PROVIDED that if the individual shareholder refuses or delays within 12 working days of Completion to sign such a written resolution, EIL shall immediately call an EGM in respect of IUS to pass thereat a written resolution to change the name of IUS to a name not including the words "Iseki Utility Services" save to denote its former name

7.5 The Receivers shall for the period from the Effective Date until the Completion Date maintain in full force all insurance policies effected by the Business as at the Effective Date and the Receivers shall, for the period until 30<sup>th</sup> June 2002 from the Completion Date use their reasonable endeavours to ensure that the Business continues to have the benefit of all life assurance policies, pension arrangements, private health insurance arrangements, telephone lines and utilities all of which shall be subject always to the provisions of clause 7.3

7.6 In the event that the Purchaser no longer requires any of the arrangements being provided under clause 7.5 then the Purchaser shall notify the Receivers forthwith

## 8. ACCOUNTING BOOKS AND RECORDS

8.1 Except for those expressly agreed to be sold/handed over to the Purchaser the books documents files and records of the Vendors relating to the Business ("the Records") are

excluded from the sale and purchase the subject of this Agreement and the Vendors and the Receivers shall be entitled to remove the same at any time.

8.2 Notwithstanding clause 8.1, the Records shall be retained and kept by the Purchaser with the consent of the Receivers and the Purchaser undertakes with the Vendors and the Receivers to retain and keep the same undamaged and undefaced.

8.3 The Purchaser shall at all times allow the Vendors (including any liquidator(s) of the same) and/or the Receivers and/or their representatives or agents reasonable facilities without charge to inspect and copy without charge any of the same and shall deliver any or all of the same to either the Receivers and/or any liquidator(s) of the Vendors forthwith on demand and the Purchaser will liaise directly with any liquidator(s) in respect of which books, documents, files and records can/or cannot be destroyed

**9. DEBTS AND LIABILITIES**

9.1 The Purchaser shall pay satisfy and discharge all debts and liabilities of IUS and/or the Receivers relating to or connected with the Business which may be incurred after the Effective Date by IUS and/or by or on behalf of the Receivers as a result of any act or default of the Purchaser and shall henceforth indemnify and keep indemnified IUS and the Receivers and each of them from and against all claims demands expenses proceedings and costs in respect thereof

9.2 For the avoidance of doubt, and save as provided in this Agreement, the Purchaser shall not be under any obligation to pay satisfy and discharge any debts or liabilities of the Vendors (or either of them)

**10. OBLIGATIONS OF THE PURCHASER**

10.1 Within 3 months from the Completion Date the Purchaser shall nominate by written notice to the Receivers on behalf of the Vendor any or all of those uncompleted contracts, agreements, orders, engagements and arrangements of the Business between IUS and the Customers which the Purchaser wishes to purchase. With effect from the relevant Date of Nomination such right, title and interest as the Vendor has in the benefit of the Nominated Contract(s) (but subject to the burden hereof) shall pass to the Purchaser

10.2 The Purchaser shall fulfil and perform the Nominated Contracts and be bound by the terms thereof in every way as if the Purchaser had been (in respect of IUS's obligations) party thereto in lieu of IUS

10.3 Whether or not novation agreements/assignments are completed, the Purchaser hereby undertakes to indemnify and keep indemnified IUS and the Receivers and each of them

against all claims demands expenses proceedings and costs connected with the Nominated Contracts

- 10.4 The Purchaser acknowledges that IUS may not be entitled to assign some or all of the Nominated Contracts without the consent of the other parties thereto. The Purchaser also acknowledges that some or all of the Nominated Contracts may have already been breached or may be terminable upon the appointment of an administrative receiver and/or liquidator of IUS. Accordingly the fact that the Purchaser may wish to continue any of the Nominated Contracts does not necessarily mean that the Purchaser can require any of the Customers to continue the Nominated Contracts either on the same terms or at all; nor does it necessarily mean that set-off or counterclaim rights are not available to the Customers even against the Purchaser; the risk inherent in the situation is for the Purchaser alone
- 10.5 It is hereby agreed and declared that neither IUS nor the Receivers shall be under any obligation to enter into or execute a novation agreement or assignment in respect of any or all of the Nominated Contracts which is not in a form approved by the Receivers' Solicitors whose approval shall not be withheld unreasonably
- 10.6 The Purchaser acknowledges that certain of the Assets may be in the possession of third parties who may claim or be claiming rights over the same. The Purchaser acknowledges and accepts that it is the Purchaser's sole responsibility to negotiate with and reach agreement with such third parties in respect of the Assets. For the avoidance of doubt neither the Vendors nor the Receivers are or shall be under any obligation to the Purchaser to make any financial payments to, or enter into any commitments with, any such third parties
- 10.7 The Purchaser undertakes with the Vendor and the Receivers that it shall, subject to prior agreement between the parties as to cost , use reasonable endeavours to assist the Vendor in the collection of the Debts
- 10.8 The Purchaser undertakes with IUS and the Receivers and any of them to accept delivery or other performance of the Purchase Orders and to pay the relevant suppliers for delivery of goods or the performance of services in accordance with the terms of the Purchase Orders and to henceforth indemnify and keep indemnified IUS and the Receivers and each of them from and against any and all claims demands expenses proceedings liabilities and costs whatsoever arising by reason directly or indirectly of the Purchaser being in breach of its obligations hereunder. The Purchaser shall fax or e-mail to the Receivers on a weekly basis an updated version of the Purchase Orders schedule attached hereto, marked "I"

- 10.9 The Purchaser acknowledges that the Leased Items are in the ownership of third parties and that it is for the Purchaser to negotiate with and reach agreement with such third parties if the Purchaser wishes to utilise the Leased Items (or any of them). The Purchaser undertakes with the Vendors and the Receivers that it shall not utilise any of the Leased Items until such time as it has received the consent of the relevant third party. The Purchaser hereby indemnifies and shall keep fully and effectually indemnified the Vendors and the Receivers and each of them from and against any and all claims demands expenses proceedings liabilities and costs whatsoever arising by reason directly or indirectly of the Purchaser being in default of its obligations hereunder. For the avoidance of doubt neither the Vendors nor the Receivers are or shall be under any obligation to the Purchaser to make any financial payments to, or enter into any commitments with, any such third parties
- 10.10 The Purchaser undertakes with the Receivers to forthwith pass to the Receivers free of charge all correspondence received by the Purchaser which is intended for either the Vendors or the Receivers or either of them or relates primarily to the Vendors
- 10.11 If any party shall at any time following Completion receive moneys bills of exchange cheques or other negotiable instruments which belong to another party by virtue of the provisions of this Agreement or otherwise then that party on receipt of such moneys bills of exchange cheques or other negotiable instruments shall forthwith account to the relevant party for the same in full
- 10.12 The Purchaser undertakes with IUS and the Receivers that it shall comply with all and any statutory regulations prior to utilising or permitting any motor vehicles included in the sale and purchase hereunder on a public highway

## 11. WARRANTIES

- 11.1 The Purchaser acknowledges and warrants to the Vendors and the Receivers and each of them that it is not entering into this Agreement in reliance on any statements warranties or representations which may have been made by the Vendors and/or the Receivers or by any person acting or purporting to act on behalf of both or either of them
- 11.2 Without prejudice to sub-clause 11.1 hereof all representations warranties and conditions express or implied statutory or otherwise in respect of the Business or any of the Assets are expressly excluded (including, without limitation, warranties and conditions as to title quiet possession satisfactory quality fitness for purpose and description) and the Assets are sold in the condition in which they are in at the Effective Date

- 11.3 Save only as provided by the provisions of section 2(1) of the Unfair Contract Terms Act 1977 (and not further or otherwise) the Vendors and/or the Receivers and each of them shall not be liable for any loss damage expenses or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defect or deficiency of any sort in any of the Assets
- 11.4 It is hereby agreed and declared that the terms and conditions of this Agreement and the exclusions and limitations contained herein are fair and reasonable having regard to the fact that:
- 11.4.1 this is a sale by companies in receivership in circumstances where it is usual that no representations warranties and conditions express or implied statutory or otherwise are given by or on behalf of the Vendors and/or the Receivers
- 11.4.2 the Vendors and the Receivers have specifically told the Purchaser that the Purchaser must rely absolutely on the Purchaser's own opinion and/or professional advice concerning the Assets the quality, state and condition of the same, their fitness and/or suitability for any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination (which could even render it inappropriate that they should be described as they are in fact described in this Agreement or in any list referred to herein) or the reason the Purchaser has or should have for purchasing the same and the use it intends or should intend to put them to
- 11.4.3 the Purchaser has, agreed to purchase the Assets in their present state and condition for a consideration calculated to take into account (inter alia) the risk to the Purchaser represented by the fact that all the parties believe that the said exclusions and limitations would be recognised by the Court, the Vendors making it clear that on any other basis it would not have agreed to sell the same except for a much higher consideration; and
- 11.4.4 the Purchaser its servants, employees, agents, representatives and advisers have been given every opportunity it or they may wish to have to examine and inspect all or any of the Assets
- 11.5 The Purchaser acknowledges for the avoidance of doubt that if it shall be found that the Vendors do not have title or unencumbered title to any or all of the Assets this shall not be a ground or grounds for rescinding avoiding or varying any or all of the provisions hereof and the Purchaser shall not be entitled to any refund of the Purchase Price in whole or in part or any compensation or damages in respect of the same

12. **SET-OFF**

The Purchaser shall not be entitled to set off and/or counterclaim in respect of any claims it has or might have against the Vendors or the Receivers or any of them or exercise any liens whatsoever against any moneys bills of exchange cheques or other negotiable instruments payable to the Vendors and the Receivers or any of them pursuant to the provisions of this Agreement but such moneys bills of exchange cheques or other negotiable instruments shall be paid forthwith in full upon the same being due in accordance with the provisions of this Agreement

13. **INTEREST**

In default of payment on its due date of any sum payable hereunder the defaulting party shall pay interest to the relevant party on the amount outstanding for the time being at the rate of 2% per annum above the base rate of the Bank from time to time in force from the date on which such sum becomes due until payment of such sum in full

14. **CONFIDENTIALITY AND ANNOUNCEMENTS**

Save where the Receivers have consented in writing to the form of any announcement, the Purchaser shall use its best endeavours to keep the terms of this Agreement strictly confidential

15. **NOTICES**

Any notice required to be given in writing shall either be delivered by hand or be served by first class post addressed in the case of the Purchaser and/or Surety to their respective addresses as set out on page 1 of this Agreement and in the case of the Vendors to the offices of the Receivers and, if posted, shall be deemed to have been received 48 hours after being posted. In proving service it shall be sufficient for the sender to produce an Affidavit either stating the time and date on which it was delivered by hand or stating that the envelope containing the notice was duly addressed, stamped and posted at a certain time on a certain day

16. **STAMP DUTY**

16.1 All stamp duty payable in respect of this Agreement shall be paid by the Purchaser

16.2 IT IS HEREBY CERTIFIED that the transactions effected under this agreement does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the items subject to stamp duty exceeds £60,000

17. **THE EMPLOYEES**

The Purchaser acknowledges for the avoidance of doubt that it shall from the Effective Date take a transfer of all the contracts of employment of the Employees and shall assume all responsibility for and discharge all obligations, duties and/or liabilities of an employer to or in respect of the Employees where such obligations duties and/or liabilities pass to the Purchaser pursuant to the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) and observe and comply with all rights of the Employees (whether such obligations, duties, liabilities and/or rights arise prior to on or after the Effective Date) and shall indemnify and keep fully and effectually indemnified IUS and the Receivers and each of them from and against all costs (including, but not limited to, fees and expenses of the Receivers and the Receivers' Solicitors) claims, demands, expenses , proceedings and liabilities whatsoever arising by reason directly or indirectly in respect of any claims made by any of the Employees or by reason of the Purchaser being in breach of its obligations hereunder

18. **ENFORCEMENT BY THIRD PARTIES**

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

19. **PERFORMANCE GUARANTEE**

19.1 The Surety hereby unconditionally guarantees to each of the Vendors and the Receivers as principal obligor full and prompt and complete performance by the Purchaser of any or all obligations under clause 6.2.5. of this Agreement (but not otherwise) , and the due and punctual payment of all sums payable now or in the future to the Receivers by the Purchaser under clause 6.2.5 of this Agreement when and as the same shall become due as if the Surety instead of the Purchaser were expressed to be the primary obligor

19.2 This Guarantee is a continuing guarantee and shall remain in force until all sums expressed to be payable by the Purchaser and/or the Surety under clause 6.2.5 of this Agreement have been paid in full

19.3 Obligations of the Surety hereunder shall not be affected by any act, omission, matter or thing which, but for this provision, might operate to release or otherwise exonerate the Surety from its obligations hereunder or affect such obligations including without limitation and whether or not known to the Vendors or the Receivers:

19.3.1 any time or indulgence granted to or composition with the Purchaser;

- 19.3.2 the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any right or remedies against the Purchaser;
- 19.3.3 any legal limitation, disability, incapacity or other circumstances relating to the Purchaser or any other person or any amendment to or variation of the terms of this Agreement or any other documents or security; or
- 19.3.4 any irregularity, unenforceability or invalidity of any obligations of the Purchaser under this Agreement with the intent that the Surety's obligations under this Guarantee shall remain in full force and this Guarantee be construed accordingly as if there were no such irregularity, unenforceability or invalidity

19.4 The Surety waives any right it may have of first requiring the Vendors or the Receivers to proceed against or enforce any other guarantee or security which the Vendors and/or the Receivers may have for the Purchaser's obligations under this Agreement

## 20. **EXECUTION BY THE RECEIVERS**

The Receivers are a party to this Agreement in their own capacity solely for receiving and enforcing the obligations undertakings waivers and indemnities on the part of the Purchaser. The Receivers have entered into and signed this Agreement as administrative receivers for and on behalf of the Vendors and the Receivers incur and shall incur no personal liability whatsoever whether on their own part or in respect of any failure on the part of the Vendors to observe perform or comply with any of its or their obligations hereunder or under or in relation to any associated arrangements or negotiations whether such liability would arise under Section 44 of the Insolvency Act 1986 or otherwise howsoever

## 21. **GENERAL**

- 21.1 The provisions of this Agreement insofar as they have not been performed at or are capable of taking effect after Completion shall remain in full force and effect and capable of so operating notwithstanding Completion and shall not merge on Completion
- 21.2 No waiver by the Purchaser or the Vendors respectively of any of the requirements hereof or of any of its or their respective rights hereunder shall have effect unless given in writing and signed by a director of the Purchaser, or one or both of the Receivers on behalf of the Vendors
- 21.3 As regards any date or dates or period or periods mentioned in this Agreement time shall be of the essence

21.4 This Agreement is personal to the Purchaser and may not be assigned charged or otherwise dealt with by the Purchaser

AS WITNESS the hands of the parties the day and year first before written

SIGNED by WILLIAM JOHN KELLY ) WJK  
as administrative receiver for and on )  
behalf of ISEKI UTILITY SERVICES )



LIMITED in the presence of:)

α Erleynors  
α E REYNOLDS  
α Eversheds  
115 Colmore Row  
Birmingham

SIGNED by [ ] )  
WILLIAM JOHN KELLY ) WJK  
as administrative receiver for and on )  
behalf of EURO ISEKI LIMITED )



in the presence of:

Erleynors  
E REYNOLDS  
Eversheds  
115 Colmore Row, Birmingham

SIGNED by DAVID CARTWRIGHT )  
a director of and duly authorised to sign )  
for and on behalf of COGNACHO )  
LIMITED in the presence of: )

SIGNED by [ ] )  
a director of and duly authorised to sign )  
for and on behalf of REDIWELD )  
HOLDINGS LIMITED in the presence of: )

LSA

**LIST "A"**

**"the Costing Sheet"**

SUPPLIER	STOCK	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST
BEVANS HOLDINGS	NEWF/FLOP	NEW STYLE FLIP FLOP	1	2.48	2.48
BRUCE BOXES	ABOXFV	BOX AND PACKAGING	1	2.25	2.25
BSL	A4000095	SHAFT SEAL 15 X 26 X 78	1	0.80	0.8
CAPPERS	NO HUB	NO HUB 90MM COUPLING	2	2.00	4
DP SEALS	A3000019	CONTROLLER FACE SEAL/WIPER	2	0.28	0.56
EUROPEAN SPRINGS	A4000016	CONTROLLER VALVE SPRING	1	0.22	0.22
EUROPEAN SPRINGS	A4000017	PUSHBUTTON SPRING	2	0.10	0.2
EUROPEAN SPRINGS	AMVSPRING	MAIN VALVE SPRING	1	4.28	4.28
HEYCO	A4000099	HOSE CLIPS	10	0.09	0.9
JDR CABLE SYSTEMS	ATUBING	1MTR LENGTHS OF TUBE	4	1.47	5.88
LADBROOK ENGINEERING	A4000011	CUP FOR VALVE DIAPHRAGM	2	0.44	0.88
LADBROOK ENGINEERING	A4000012	CUP FOR SENSOR DIAPHRAGM	1	0.85	0.85
MAGNET APPLICATIONS	A4000096	MAGNET	1	0.65	0.65
MANTEK	A4000092	O RING FOR CONTROLLER	1	0.08	0.08
MANTEK	A4000093	O RING VALVE BODY 155	1	0.19	0.19
MANTEK	A4000094	O RING FOR LOWER HOUSING	1	0.01	0.01
MANTEK	A4000102	NEEDLE VALVE O RING 1.42	1	0.00	0
MICOM	A3000035	SHAFT	1	6.12	6.12
MONTROSE FASTENERS	AM12SSW	M12 ST/ST FLAT WASHER	1	0.03	0.03
MONTROSE FASTENERS	AM212SSS	M2.5 X 12 ST/ST PAN HD SCREW	2	0.01	0.02
MONTROSE FASTENERS	AM24SSS	M2.5 x 5 ST/ST PAN HD SCREW	1	0.01	0.01
MONTROSE FASTENERS	AM25SSW	M2.5 ST/ST SPRING WASHERS	3	0.01	0.03
MONTROSE FASTENERS	AM310CSK	M3 X 10 ST/ST CSK HD SCREWS	2	0.01	0.02
MONTROSE FASTENERS	AM310SSS	M3 x 10 ST/ST PAN HD SCREWS	3	0.01	0.03
MONTROSE FASTENERS	AM312SSS	M3 X 12 ST/ST PAN HD SCREWS	6	0.02	0.12
MONTROSE FASTENERS	AM315SSS	M3 X 16 ST/ST PAN HD SCREWS	4	0.01	0.04
MONTROSE FASTENERS	AM38SSS	M3 X 8 ST/ST PAN HD SCREWS	15	0.02	0.3
MONTROSE FASTENERS	AM35SSW	M3 ST/ST FLAT WASHERS	22	0.01	0.22
MONTROSE FASTENERS	AM35SSN	M3 NYLOC ST/ST NUTS	12	0.02	0.24
MONTROSE FASTENERS	AM35SSW	M3 ST/ST SPRING WASHERS	18	0.02	0.36
MONTROSE FASTENERS	AM47SSS	M4 X 7 SS PH HD SCREWS	3	0.02	0.06
MONTROSE FASTENERS	AM45SS	M4 X 16SS PH SCREW	3	0.03	0.09
MONTROSE FASTENERS	AM45SSW	M4 SS SPRING WASHER	6	0.02	0.12
MONTROSE FASTENERS	AM535SS	M5 X 35 16MM THD SS BOLT	9	0.08	0.72
MONTROSE FASTENERS	AM595SS	M5 X 95 15MM THD HEX SS BOLT	6	0.72	4.32
MONTROSE FASTENERS	AM55SSN	M5 NYLOC SS NUT	15	0.02	0.3
MONTROSE FASTENERS	AM55SSW	M5 FLAT SS WASHER	30	0.01	0.3
MONTROSE FASTENERS	AM65SSN	M6 NYLOC NUT	2	0.02	0.04
MONTROSE FASTENERS	AM816SSS	M8 X 16 SS HEX BOLT	1	0.06	0.06
MONTROSE FASTENERS	AM825SSS	M8 x 25 SS HEX HEAD BOLT	1	0.06	0.06
MONTROSE FASTENERS	AM85SS	M8 SS SPRING WASHER	2	0.01	0.02
MONTROSE FASTENERS	AM85SSW	M8 SS FLAT WASHER	2	0.01	0.02
MONTROSE FASTENERS	AMM6	M6 X 100MM THD BOLT	2	0.93	1.86
NATIONAL PACKAGING	ASSBAG	SEAL SEAL BAG	1	0.15	0.15
NORM SINCLAIRS	A3000020	PUSH BUTTON COVER	2	0.38	0.76
NORM SINCLAIRS	A3000021	SUPPRESSOR DIAPHRAGM	1	0.38	0.38
NORM SINCLAIRS	A3000022	SENSOR DIAPHRAGM	1	0.74	0.74
NORM SINCLAIRS	A3000042	UMBRELLA	2	0.12	0.24
NORM SINCLAIRS	A3000048	VALVE DIAPHRAGM	1	0.38	0.38
NORM SINCLAIRS	A4000013	SHAFT END SEAL	1	0.09	0.09
NORM SINCLAIRS	A4000078	FLIP FLOP SEAT	1	0.08	0.08
NORWICH PLASTICS	A3000115	BREATHER TEE	1	0.48	0.48
REDIWE LD	A3000061	NEEDLE VALVE BODY	1	FREE	0
REDIWE LD	A3000062	NEEDLE VALVE PIN	1	FREE	0
REDIWE LD	A3000064	SENSOR SEAT INSERT	1	FREE	0
REDIWE LD	A1000025	WYE BODY	1	17.78	17.78
REDIWE LD	A1000027	LOWER HOUSING	1	5.94	5.94
REDIWE LD	A2000001	CONTROLLOR TOP	1	5.39	5.39
REDIWE LD	A2000029	BONNET	1	9.52	9.52
REDIWE LD	A2000055	BODY	1	8.23	8.23
REDIWE LD	A2000056	UPPER BODY	1	4.84	4.84
REDIWE LD	A3000005	SENSOR CONNECTION	1	0.95	0.95
REDIWE LD	A3000007	PUSH BUTTON	1	0.53	0.53
REDIWE LD	A3000008	PUSHBUTTON PLATE	2	0.94	1.88
REDIWE LD	A3000030	PLUNGER	1	1.81	1.81
REDIWE LD	A3000031	BEARING	1	0.81	0.81
REDIWE LD	A3000033	DIAPHRAGM CUP	1	2.50	2.5
REDIWE LD	A3000034	SEAT PRESSURE PLATE	1	0.85	0.85
REDIWE LD	A3000036	CHECK VALVE COVER	1	0.84	0.84
REDIWE LD	A3000037	PISTON PLATE	1	1.42	1.42

REDIWELD	A3000038	SEALING PLATE	1	0.95	0.95		
REDIWELD	A3000039	CHECK VALVE HOUSING	2	0.99	1.98		
REDIWELD	A3000046	BREATHER PARTS	1	1.05	1.05		
REDIWELD	A3000057	SEAL SUPPORT	1	1.16	1.16		
REDIWELD	A3000058	CONTROLLER BASE AND PLUGS	1	1.32	1.32		
REDIWELD	A3000059	CONTROLLER SHAFT	1	0.67	0.67		
REDIWELD	A3000060	SENSOR PLUNGER	1	0.52	0.52		
REDIWELD	A3000065	TOP STOP	1	0.52	0.52		
REDIWELD	A3000069	MAGNET BOX	1	0.98	0.98		
REDIWELD	A3000070	COUNTER COVER	1	1.10	1.1		
REDIWELD	A4000040	UMBRELLA PLATE	1	0.61	0.61		
REDIWELD	A4000074	PRESSURE PLATE	1	0.51	0.51		
REDIWELD	ACAP105	SENSOR CAP	1	0.96	0.96		
SRM MOULDING	A2000028	ROLLING DIAPHRAGM	1	1.28	1.28		
SRM MOULDING	A3000032	VALVE SEAT	1	0.65	0.65		
SRM MOULDING	A3000066	UPPER BODY/BODY GASKET	1	0.08	0.08		
SRM MOULDING	A3000067	BODY/SEAL SUPPORT GASKET	1	0.08	0.08		
SRM MOULDING	A3000068	SEAL SUPPORT BASE GASKET	1	0.08	0.08		
SRM MOULDING	A3000071	COUNTER GASKET	1	0.08	0.08		
SRM MOULDING	A4000041	CHECK VALVE HOUSING GASKET	2	0.01	0.02		
TECONNEX	A4000097	CONTROLLER VEE CLAMP	1	6.39	6.39		
TECONNEX	A4000098	VALVE VEE CLAMP	1	9.87	9.87		
UNITED WIRE	A4000100	BREATHER SCREEN	1	0.27	0.27		
TEST INSTRUMENTS	A4000101	COUNTER	1	9.21	9.21		
		<b>TOTAL COST</b>			<b>146.67</b>		
	Notes:						
	1	Parts sourced from Montrose are now purchased from Avon Fastenings					
	2	The prices shown above are those enjoyed by Iseki Utility Services and are not necessarily those that can be enjoyed by any acquirers of the business.					

**LIST "B"**

*LSpk.*

**"the Employees"**

**ISEKI UTILITY SERVICES LIMITED  
IN ADMINISTRATIVE RECEIVERSHIP  
ESTIMATED STAFF LIABILITIES AS AT 9 MAY 2002**

	<u>D.O.B.</u>	<u>Date Start</u>	<u>Age</u> <u>Yrs</u>	<u>Service</u> <u>Yrs</u>	<u>Notice</u> <u>Wks</u>	<u>Redund</u> <u>Wks</u>	<u>Hols</u> <u>Days</u>	<u>Mthly</u> <u>£</u>	<u>Annual</u> <u>£</u>	<u>Mth 13</u> <u>£</u>	<u>Hol Pay</u> <u>£</u>	<u>Notice</u> <u>£</u>	<u>Redund</u> <u>£</u>
Mark Begley	10/03/1975	06/04/1999	27.18	3.09	3	3.0	9.0	1,580	20,540	1,580.00	711.00	1,185.00	1,185.00
Gary Blut	19/11/1962	30/06/1997	39.50	4.86	4	4.0	8.0	1,340	17,420	1,340.00	536.00	1,340.00	1,340.00
Keith Davidson	25/03/1942	01/04/1993	60.16	9.11	9	13.5	13.0	4,305	55,965	4,305.00	2,798.25	9,686.25	14,529.38
Stephen Drake	06/06/1972	24/03/2002	29.94	0.13	1	0.0	3.0	1,083	14,079	N/A	162.45	270.75	0.00
Nigel Harper	17/06/1967	04/06/2001	34.92	0.93	1	0.0	8.0	1,350	17,550	1,125.00	540.00	337.50	0.00
Bryan Haden	30/08/1970	01/02/2001	31.71	1.27	1	0.0	2.0	2,020	26,260	2,020.00	202.00	505.00	0.00
Michael Jaye	18/08/1974	04/06/2001	27.74	0.93	1	0.0	9.0	1,250	16,250	1,042.00	562.50	312.50	0.00
Lee Miller	07/06/1973	04/03/2002	28.94	0.18	1	0.0	1.0	1,083	14,079	N/A	54.15	270.75	0.00
Martin Nash	01/07/1961	08/04/2002	40.88	0.08	1	0.0	3.0	1,083	14,079	N/A	162.45	270.75	0.00
David O'Rourke	02/02/1968	03/12/2001	34.29	0.43	1	0.0	5.0	1,083	14,079	N/A	270.75	270.75	0.00
Nigel Smith	12/04/1957	01/04/1993	45.10	9.11	9	11.0	3.0	2,805	36,465	2,805.00	420.75	6,311.25	7,713.75
Nigel Upcott	19/04/1957	18/06/2001	45.08	0.89	1	0.0	0.0	1,250	16,250	990.00	0.00	312.50	0.00
Ian White	28/10/1965	08/12/1997	36.55	4.42	4	4.0	8.0	1,825	23,725	1,825.00	730.00	1,825.00	1,825.00
										<u>17,032.00</u>	<u>7,150.30</u>	<u>22,898.00</u>	<u>26,593.13</u>

**BENEFITS**

Mark Begley	Pension, Private Medical Ins', Death In Service
Gary Blut	-
Keith Davidson	Pension, Private Medical Ins', Death In Service, Car Allowance + Fuel
Stephen Drake	-
Nigel Harper	Pension, Private Medical Ins', Death In Service, Car.
Bryan Haden	Pension, Private Medical Ins', Death In Service
Michael Jaye	Pension, Private Medical Ins', Death In Service
Lee Miller	-
Martin Nash	-
David O'Rourke	-
Nigel Smith	Pension, Private Medical Ins', Death In Service, Fully funded Car.
Nigel Upcott	Pension, Private Medical Ins', Death In Service
Ian White	Pension, Private Medical Ins', Death In Service, Fully funded Car.

**NOTES**

£6.41 p.h./39 hr week to 31/5/02  
  
£6.41 p.h./39 hr week to 31/5/02  
£6.41 p.h./39 hr week to 30/6/02  
£6.41 p.h./39 hr week to 31/5/02

These figures have been prepared as at 9 May 2002 and from information provided by the Company. They are an indication of potential liability but cannot be taken as definitive.

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LIST "C"

"the Excluded Items"

**THIRD PARTY PROPERTY**

**ISEKI UTILITY SERVICES LIMITED  
AVON BROOK HOUSE  
MASONS ROAD  
STRATFORD-UPON-AVON**

**GROUND FLOOR**

**OFFICE 1**

Electric Fan  
(Third Party Property)



**LIST "D"**

**"the Intellectual Property"**

**ISEKI UTILITY SERVICES LIMITED  
VACUUM PATENTS AND REGISTERED TRADE MARKS**

Country of Patent	Patent No	Patent Description	Application Date	Term of Patent	Agent	In Existence Y/N	Assigned
Australia	625890	Liquid Level Control System	03.02.89	16 yrs	Withers & Rogers	N	To EIL from Cowells
Australia (Divisional)	652040	Liquid Level Control System		13 yrs	Withers & Rogers	N	
UK	2149534	Liquid Level Control System	08.11.93	13 yrs	Withers & Rogers	Y	To EIL from Cowells
UK	2247327 (9122020.2)	Liquid Level Control System		12 yrs	Withers & Rogers	N	
UK	2215492 (8901620.6)	Liquid Level Control System		12 yrs	Withers & Rogers	N	
Hungary	U94 00341	Liquid Level Control System			Withers & Rogers	N	
Canada	1329753	Liquid Level Control System	31.01.89		Withers & Rogers	N	
Japan	App No. JP 2503128	Liquid Level Control Systems			Withers & Rogers	N	To EIL from Cowells
European	0355153 (89902399.8)	Liquid Level Control System			Withers & Rogers	N	To EIL from Cowells
European UK	0355153 (89902399.8)	Liquid Level Control System	03.02.89		Withers & Rogers	N	
USA	5,979,486	Internal Breathing for Vacuum Interface Valve of Vacuum Sewerage System	01.10.98		Withers & Rogers	N	Assigned from IVS to EIL 12.11.98
South Africa	89/0847	Liquid Level Control System			Withers & Rogers	N	To EIL from Cowells
USA	5,089,243	Liquid Level Control Systems			Withers & Rogers	Y	To EIL from Cowells
Trade Marks							
Country of Registration	Reg. No	Description	Date of Reg.	Expiry Date	Agent	In Existence	Company of Registration
(USA)	2,171,001	The Vacuum Way	07-07-98	07-07-04	Nixon-Neigrafs	Y	EIL

*WPK*  
EIL

WPK

**LIST "E"**

**"the Intellectual Property Assignment"**

E

DATED JUNE 2002

(1) ISEKI UTILITY SERVICES LIMITED

(2) EURO ISEKI LIMITED

(3) COGNACHO LIMITED (to be renamed Iseki Vacuum Systems Limited)

(4) MR W J KELLY AND MRS J M WRIGHT

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**ASSIGNMENT OF INTELLECTUAL  
PROPERTY RIGHTS**

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