

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3048776

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	4I2I COMMUNICATIONS LIMITED	12/31/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PHAROS COMMUNICATIONS LIMITED	
<b>Street Address:</b>	100 BERKSHIRE PLACE, WHARFEDALE ROAD, WINNERSH	
<b>City:</b>	READING	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	RG41 5RD	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	7697617
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(610)407-0701	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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<b>NAME OF SUBMITTER:</b>	JACQUES L. ETKIOWICZ	
<b>SIGNATURE:</b>	/JLE/	
<b>DATE SIGNED:</b>	10/02/2014	
<b>Total Attachments: 17</b>		
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**DATED**

31st December 2013

**ASSET PURCHASE AGREEMENT**

between

**PHAROS COMMUNICATIONS LIMITED**

and

**4I2I COMMUNICATIONS LIMITED**

**THIS AGREEMENT** is dated

**PARTIES**

- (1) 4i2i Communications Limited a private company incorporated and registered in England and Wales with company number SC161401 whose registered office is at 136 Victoria Street, Dyce, Aberdeen AB21 7BE(**Seller.**).
- (2) Pharos Communications Ltd a private company incorporated and registered in England and Wales with company number 3458137 whose registered office is at 100 Berkshire Place, Wharfedale Road, Winnersh, Reading RG41 5RD (**Buyer.**).

**BACKGROUND**

- (A) The Seller has agreed to sell and the Buyer has agreed to purchase the Business (comprising the Assets) as a going concern subject to and on the terms and conditions of this agreement.
- (B) The Seller and Buyer are part of a group of companies and as such this is an inter-group transfer.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Assets:** the property, rights and assets of the Business to be sold and purchased pursuant to clause 2.1, excluding the Excluded Assets.

**Assumed Liabilities:** all debts, liabilities and obligations of any nature of the Seller relating to the Business or the Assets, whether actual or contingent, which are due or outstanding on or have accrued at the Effective Time, including the Creditors and excluding the Excluded Liabilities.

**Book Debts:** all trade and other debts and amounts owing to the Seller at the Effective Time in respect of the Business (whether or not invoiced).

**Business:** the business of supplying semi-conductor IP cores, software and board-level solutions for video coding, error correction coding and broadband modems carried on by the Seller at the Effective Time.

**Business Claims:** all of the Seller's rights, entitlements and claims against third parties arising directly or indirectly out of or in connection with the operation of the Business or relating to the Assets.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Business Information:** all information, know-how and techniques (whether or not confidential and in whatever form held) which relate to the Business.

**Business Intellectual Property Rights:** Intellectual Property Rights owned, used or held for use by the Seller predominantly in, or in connection with, the Business.

**Business Name:** 4i2i Communications Limited or any name including the words 4i2i Communications.

**Completion:** the completion of the sale and purchase of the Business comprising the Assets in accordance with this agreement.

**Completion Date:** the date of this agreement.

**Contracts:** all contracts, arrangements, licences and other commitments relating to the Business entered into by the Seller, on or before, and which remain to be performed by any party to them in whole or in part at, the Effective Time.

**Creditors:** all trade debts and accrued charges related to the Business owing by the Seller at the Effective Time to the trade creditors of the Seller except for those trade debts and accrued charges which are Excluded Liabilities.

**Customers:** the customers of the Business.

**Customer Prepayments:** any payments, prepayments or deposits made by any Customer to the Seller prior to the Effective Time in respect of products or services to be provided after the Effective Time.

**Effective Time:** the Completion Date.

**Employees:** the persons employed wholly in the Business at the Effective Time.

**Encumbrance:** any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

**Excluded Assets:** the property, rights and assets of the Business set out in clause 4.1.

**Excluded Liabilities:** all indebtedness of the Seller to the Seller's bankers existing at the Effective Time and any liability for Taxation relating to the Business for which the Seller is or will become liable whether or not such a liability for Taxation has arisen at the Effective Time, together with all liabilities relating to the Excluded Assets.

**Goodwill:** the goodwill, custom and connection of the Seller in relation to the Business, together with the exclusive right for the Buyer to carry on the Business under the Business Name (and all other names associated with the Business) and respectively to represent themselves as carrying on the Business in succession to the Seller.

**Independent Accountant:** has the meaning given in clause 8.3;

**Intellectual Property Rights:** patents, rights to inventions, utility models, copyright, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and

including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**IT System:** all computer hardware (including network and telecommunications equipment) and software (including associated preparatory materials, user manuals and other related documentation) owned, used, leased or licensed by or in relation to the Business.

**Leasehold Properties:** the leasehold properties, particulars of which are set out in Part 1 of Schedule 2.

**Periodical Outgoings:** all periodical charges and periodical outgoings of the Business or related to the Assets, including all periodical outgoings in respect of rents, rates, utilities and the Employees but excluding the Creditors.

**Periodical Receipts:** all rents, licence fees, royalties and other periodical receipts of the Business or related to the Assets, excluding the Book Debts.

**Plant and Equipment:** plant, machinery, motor vehicles, office, warehouse and factory furniture, fixtures and fittings and equipment owned by the Seller and used in the Business.

**Properties:** the Leasehold Properties.

**Purchase Price:** has the meaning given in clause 5.1.

**Records:** the books, accounts (including VAT records and returns), lists of Customers and suppliers and all the other documents, papers and records relating to the Business or any of the Assets.

**Seller Prepayments:** all prepayments and payments relating to the Business made by the Seller prior to the Effective Time in respect of products or services to be provided after the Effective Time.

**Stock:** the stock-in-trade of the Business at the Effective Time.

**Tax:** all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction; and any penalty, fine, surcharge, interest, charges or costs relating thereto, and **taxation** means the same.

**Third Party Consent:** a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Buyer of any of the Assets or Assumed Liabilities.

**TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

**VATA 1994:** Value Added Tax Act 1994.

**Warranties:** the warranties set out in clause 7.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3 References to clauses and Schedules are to the clauses of, and Schedules to, this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to **writing** or **written** includes fax but not e-mail (unless otherwise expressly provided in this agreement).
- 1.7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.8 References to a document in **agreed form** is to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.9 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force as at the date of this agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

## **2. AGREEMENT TO SELL AND PURCHASE**

- 2.1 The Seller shall sell subject in each case to all, and the Buyer shall buy, with effect from the Effective Time, the Business as a going concern comprising the assets listed below:
- (a) the Goodwill;
  - (b) the Properties;
  - (c) the Plant and Equipment;
  - (d) the benefit (subject to the burden) of the Contracts;
  - (e) the Stock;
  - (f) the Business Information;
  - (g) the IT System;
  - (h) the Book Debts;

- (i) the Business Name;
- (j) the Business Intellectual Property Rights;
- (k) the Records;
- (l) the Business Claims; and
- (m) all other property, rights and assets owned by the Seller and used, enjoyed or exercised or intended to be used, enjoyed or exercised exclusively or primarily in the Business at the Effective Time, save for the Excluded Assets.

2.2 The Properties shall be assigned to the Buyer.

### **3. ASSUMED LIABILITIES**

3.1 Subject to clause 9, the Buyer shall with effect from the Effective Time:

- (a) assume responsibility for and pay, satisfy or perform the Assumed Liabilities; and
- (b) pay, satisfy or discharge all debts, liabilities and obligations incurred by the Buyer in connection with the Business after the Effective Time.

3.2 The Buyer agrees to indemnify and keep indemnified the Seller against each loss, liability and cost which the Seller may incur or may have incurred and not discharged before the Effective Time:

- (a) in connection with the ownership or operation of the Business and the Assets whether before or after the Effective Time; or
- (b) as a result of the Buyer's failure to pay, satisfy or perform the Assumed Liabilities under clause 3.1(a),

including without limitation any losses, liabilities or costs incurred as a result of defending or settling a claim alleging such a liability.

### **4. EXCLUDED ASSETS AND LIABILITIES**

4.1 The assets listed below shall be excluded from the sale under this agreement:

- (a) the Seller's accounts and accounting records which do not relate exclusively to the Business; and
- (b) any right to any repayment of any Tax paid by the Seller from HMRC attributable to the period prior to the Effective Time.

4.2 Nothing in this agreement shall pass to the Buyer, or shall be construed as acceptance by the Buyer of, the Excluded Liabilities and the Seller shall:

- (a) pay, satisfy and perform the Excluded Liabilities whether arising before or after the Effective Time; and



- (b) indemnify and keep indemnified the Buyer against any such liabilities or the Seller's failure to pay, satisfy or perform and observe the Excluded Liabilities.

**5. PURCHASE PRICE**

- 5.1 The consideration (exclusive of VAT) payable for the Business and the Assets shall remain as a balance on the loan account.

**6. COMPLETION**

- 6.1 Completion shall take place on the Completion Date.
- 6.2 At Completion the Seller shall comply with its obligations set out in paragraph 1 of Schedule 11.
- 6.3 At Completion the Buyer shall:
- (a) deliver to the Seller a copy of the minutes of a meeting of the board of directors of the Buyer authorising the execution by the Buyer of this agreement and all other documents ancillary to it or the transactions contemplated herein, and appointing the relevant signatory or signatories to execute this agreement and any such other documents on the Buyer's behalf; and
  - (b) deliver to the Seller a copy of the resolution(s) passed by the shareholders of the Buyer to approve the terms of this agreement.

**7. WARRANTIES**

7.1 The Seller warrants to the Buyer that:

- (a) the Seller has good and marketable title to each Asset (whether tangible or intangible), and each Asset is legally and beneficially owned by the Seller;
- (b) there are no Encumbrances over any of the Assets, and the Seller has not agreed to create any Encumbrances over the Assets or any part of them; and
- (c) the Seller has disclosed all major known actual and potential liabilities relating to the Business, the Assets and the Assumed Liabilities to the Buyer.
- (d) the Seller has the requisite power and authority to enter into and perform this agreement and the documents referred to in it (to which it is a party), and they constitute valid, legal and binding obligations on the Seller in accordance with their respective terms.
- (e) the execution and performance by the Seller of this agreement and the documents referred to in it will not breach or constitute a default under the

Seller's articles of association, or any agreement, instrument, order, judgement or other restriction which binds the Seller.

**8. PASSING OF TITLE AND THIRD PARTY CONSENTS**

- 8.1 If any Third Party Consent is required to transfer an Asset to the Buyer and such Third Party Consent has not been obtained prior to Completion, the Seller shall use all reasonable endeavours after Completion to obtain such consent as soon as possible following Completion and to effect any transfer or assignment or novation of that Asset at the request of the Buyer after receipt of the Third Party Consent, and the Buyer shall cooperate with the Seller so far as is reasonable for such purposes.
- 8.2 In so far as any Assets are not delivered or formally transferred, novated or assigned to the Buyer at Completion and until such time as they are formally transferred, novated or assigned to the Buyer:
- (a) the Seller shall be deemed to hold all such Assets on trust for the Buyer; and
  - (b) to the extent permissible under law or the terms of any relevant agreement:
    - (i) the Seller shall use all reasonable endeavours to procure at its cost that the Buyer shall be entitled to the benefit, use and enjoyment of those Assets, to receive the income therefrom, and to have the right of enforcement of the Business Claims, if any, relating to those Assets; and
    - (ii) the Buyer shall perform all the obligations of the Seller in respect of such Assets which are Contracts (save to the extent that any such obligations are Excluded Liabilities).
- 8.3 If in respect of any Asset a Third Party Consent is refused or not obtained within three months of the Completion Date the parties shall each use all reasonable endeavours to achieve an alternative solution pursuant to which the Buyer shall receive the full benefits of the relevant Asset and shall assume the associated obligations. If an alternative solution which is reasonably acceptable to the Seller and the Buyer is not found within six months of the Completion Date the parties shall apply the following provisions in respect of such Asset (**Retained Asset**):
- (a) if the Retained Asset is the benefit of a Contract, the Buyer may require the Seller to use its reasonable endeavours to terminate the Contract without either party incurring any further liability. Any liability in respect of such Contract (or its termination) shall be deemed to be an Excluded Liability;
  - (b) in respect of a Retained Asset which is not a Contract, the Retained Asset shall be excluded from the sale of the Business (comprising the Assets) and any liability in respect of the Retained Asset shall be deemed to be an Excluded Liability;
  - (c) neither party shall have any further obligation to the other relating to the Retained Asset save to the extent resulting from any prior breach.

- 8.4 Where there is a material risk that the assignment or attempted assignment of the benefit of a Contract or a Business Claim would cause a third party to repudiate such Contract or Business Claim or would constitute a breach of such Contract, this agreement does not constitute an assignment or an attempted assignment of that Contract or Business Claim.

9. **APPORTIONMENTS AND PREPAYMENTS**

- 9.1 All Periodical Outgoings shall be apportioned by reference to the Effective Time such that the Seller shall be responsible for such part of the Periodical Outgoings that relate to the period ending on or before the Effective Time and the Buyer shall be responsible for such part of the Periodical Outgoings that relate to the period after the Effective Time. All Periodical Receipts shall be apportioned between the Seller and the Buyer on a like basis.

- 9.2 The Buyer shall reimburse the Seller in respect of any Seller Prepayments.

- 9.3 The Seller shall transfer to the Buyer any amounts received in respect of any Customer Prepayments.

- 9.4 As soon as reasonably possible and in any event within 15 Business Days following Completion the Seller and Buyer shall prepare and endeavour to agree a schedule (**Apportionments Schedule**) of the apportionments and reimbursements required to be made in accordance with clause 9.1, clause 9.2 and clause 9.3.

- 9.5 If the parties fail to agree the Apportionments Schedule within 30 Business Days of the Completion Date, either party may request that the dispute is referred for resolution to an Independent Accountant. If the parties fail to agree who to appoint as the Independent Accountant within 14 Business Days, either party may apply to the President for the time being of the Institute of Chartered Accountants in England and Wales to nominate the Independent Accountant and following such nomination, the parties shall use their reasonable endeavours to agree terms with the Independent Accountant as soon as reasonably possible and neither shall party shall unreasonably withhold consent to the terms of appointment offered by the Independent Accountant. If the parties are unable to agree terms with the nominated Independent Accountant within 14 Business Days of its nomination, then either party may apply to the President for the time being of the institute of Chartered Accountants in England and Wales to nominate another Independent Accountant and the process shall be repeated. The Independent Accountant shall act as an expert not as an arbitrator. The Independent Accountant's findings in respect of the Apportionments Schedule shall, in the absence of fraud or manifest error, be binding on the parties. The reasonable fees of the Independent Accountant shall be borne by the parties in such proportions as the Independent Accountant may determine. Each party shall provide the Independent Accountant with such assistance and documents as the Independent Accountant requires in connection with this clause 9.5.

- 9.6 Any balancing payment to be paid by either party pursuant to this clause 9 shall be paid in cash within 15 Business Days of the Apportionments Schedule being agreed or becoming binding on the parties pursuant to clause 9.5.

**10. VALUE ADDED TAX**

- 10.1 The Seller and the Buyer acknowledge that section 43(1) of VATA 1994 will apply to the sale of the Assets pursuant to this agreement.
- 10.2 If, notwithstanding clause 10.1 VAT is chargeable in connection with the transfer of the Assets under this agreement, the Buyer shall pay the Seller the amount of that VAT immediately on receipt of the relevant VAT invoice together with a copy of confirmation from HM Revenue & Customs that VAT is payable.

**11. THE EMPLOYEES**

- 11.1 The parties acknowledge and agree that the sale pursuant to this agreement will constitute a relevant transfer for the purposes of TUPE and, accordingly, the contracts of employment of, and collective agreements relating to the Employees shall be transferred to the Buyer pursuant to TUPE with effect from Completion.
- 11.2 If any contract of employment of, or collective agreement relating to, any Employee is found or alleged not to have transferred to the Buyer at the Effective Time the parties agree they shall take all necessary steps to ensure that such contracts of employment and collective agreements shall have effect from the Effective Time as if originally made with the Buyer.
- 11.3 Each of the Buyer and the Seller undertakes to the other:
- (a) that it has complied with all of its obligations under Regulations 11 and 13 of TUPE;
  - (b) to indemnify and keep indemnified the other against all losses, claims, costs, charges and demands, proceedings or judgments (including without limitation, legal costs incurred in connection therewith) arising out of or in connection with any failure by it to comply with its obligations pursuant to Regulations 11 and 13 of TUPE.
- 11.4 The Buyer agrees it shall be responsible for and indemnify and keep indemnified the Seller against all costs, expenses, liabilities, claims, rights of action, compensation, awards, damages, fines, penalties, costs, expenses, interests arising from or in connection with the employment of the Employees, whether arising before or after the Effective Time.

**12. POST COMPLETION OBLIGATIONS**

- 12.1 As soon as practicable after Completion, the Seller and the Buyer shall issue jointly:

- (a) a notice to each Customer and supplier and other business contact informing them of the transfer of the Business to the Buyer; and
  - (b) a letter to each Employee explaining that his or her employment has been transferred to the Buyer pursuant to TUPE.
- 12.2 Each party shall immediately pass to the other all correspondence, information, orders, enquiries and other documentation, items and all money relating to or connected with the Business or the Assets which it receives after Completion and which belong to the other party, save that the provisions of clause 9 shall apply with regard to any payments received in respect of Periodical Receipts.
- 12.3 The Seller shall give the Buyer such reasonable access during business hours to the books, accounts, records and returns of the Seller relating to or in connection with the Business as the Buyer may require (including the right to take copies and extracts on reasonable advance notice).
- 12.4 The Seller shall provide and shall procure that its employees provide the Buyer with such information relating to the activities and operations of, and the products and services supplied or to be supplied by, the Business at Completion as the Buyer may request.
- 12.5 The Buyer shall give the Seller such reasonable access to the Records for inspection by representatives of the Seller during business hours as the Seller may require (including the right to take copies and extracts on reasonable advance notice).

**13. DATA PROTECTION**

The Buyer shall comply with the Data Protection Act 1998 in relation to its application to the Business and Assets after the Completion Date.

**14. FURTHER ASSURANCE**

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

**15. ASSIGNMENT**

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other party.

**16. ENTIRE AGREEMENT**

This agreement (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**17. VARIATION AND WAIVER**

- 17.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.2 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this agreement or by law is only effective if it is in writing.
- 17.3 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**18. NOTICES**

- 18.1 A notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post, recorded delivery or special delivery in each case to that party's registered office, or sent by fax to that party's main fax number (or to such other address or fax number as that party may notify to the other party in accordance with this agreement).
- 18.2 Delivery of a notice is deemed to have taken place if delivered by hand, at the time the notice is left at the address, or if sent by fax, at the time of transmission, or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt).
- 18.3 This clause 18 does not apply to the service of any proceedings or other documents in any legal action.

**19. SEVERANCE**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make

it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**20. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**21. THIRD PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

**22. GOVERNING LAW AND JURISDICTION**

22.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

### **Schedule 1 Seller's actions and obligations at completion**

1. The Seller shall deliver, or procure delivery, to the Buyer of, or make available to the Buyer:
  - (a) physical possession of all the Assets capable of passing by delivery, with the intent that title in such Assets shall pass by and upon such delivery;
  - (b) such conveyances, transfers, assignments and novations together with the requisite notices, licences, documents of title and relevant Third Party Consents as may be necessary to vest in the Buyer title to all of those Assets which are not transferable by delivery and which will permit the Buyer to enter into and take possession of the Business and Assets, subject always to the provisions of clause 8.1 to clause 8.4 inclusive, including without limitation:
    - (i) duly executed conveyances, assignments, licences and other documents in the agreed form necessary to vest title in the Properties in, or transfer the Properties to, the Buyer;
    - (ii) duly executed agreements in the agreed form for the assignment or novation of the benefit of the Contracts to the Buyer and all requisite notices, consents and licences therefor;
    - (iii) duly executed assignments in the agreed form to vest the Goodwill and the Business Name in the Buyer;
    - (iv) duly executed assignments and licences in the agreed form of the Business Intellectual Property Rights;
    - (v) all such Third Party Consents as the Buyer may require to vest in the Buyer the full benefit of the Assets;
    - (vi) all documents of title and certificates for the lawful operation and use of, and all service documents pertaining to, the Assets and the Stock;
    - (vii) the title deeds relating to the Properties and all invoices, policies, premiums, receipts, maintenance contracts, health and safety files and other accounts relating to the Properties;
    - (viii) all documents of title, certificates, deeds, licences, agreements and other documents relating to the Business Intellectual Property Rights and all manuals, drawings, plans, documents and other materials and media on which the Business Information is recorded;
    - (ix) the logbooks and test certificates for any motor vehicles included in the Assets; and
    - (x) the Contracts and the books, accounts, reference lists of customers, credit reports, price lists, cost records, work tickets, catalogues, advertising and all other documents, papers and records in the



possession or under the control of the Seller relating to the Business or any of the Assets duly written up to the Completion Date;

- (c) written confirmation from each relevant security holder of its consent to the transfer of the Assets;
- (d) all such records as are referred to in section 49 of VATA 1994;
- (e) the Records;
- (f) all national insurance and PAYE records in respect of the Employees, and all records required to be kept under the Working Time Regulations 1998;
- (g) such irrevocable instruction to the bank(s) of the Seller as may be necessary to procure the automatic transfer to the Buyer of any payment that any customer of the Business may make to such bank(s) after the Completion Date;
- (h) a copy of the resolution(s) passed by the shareholders of the Seller to approve the terms of this agreement; and
- (i) a copy of the minutes of a meeting of the board of directors of the Seller authorising the execution by the Seller of this agreement and all other documents ancillary to it or the transactions contemplated herein, and appointing the relevant signatory or signatories to execute this agreement and any such other documents on the Seller's behalf.

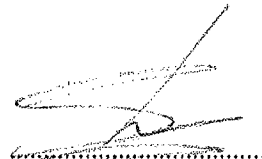
2 The Seller shall give the Buyer possession of the Properties.

**Schedule 2 The properties**

**Part 1. Leasehold properties**

136 Victoria Street, Dyce, Aberdeen AB21 7BE  
Suite 45-46, 1-3 Colme Street, Edinburgh EH3 6AA

Signed by as a Deed  
By 4i2i Communications Limited  
Acting by its director

  
.....  
Director

In the presence of

  
.....

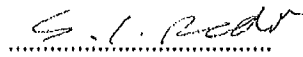
Witness signature  
..SUSAN ROBERTSON

Name  
..9 CHALFONT COURT  
..LOWER EARLEY RG6 5SY

Address  
..SOLICITOR.....

Occupation

Signed by as a Deed  
By Pharos Communications Limited  
Acting by its director

  
.....  
Director

In the presence of

  
.....

Witness signature  
..SUSAN ROBERTSON

Name  
..9 CHALFONT COURT  
..LOWER EARLEY RG6 5SY

Address  
..SOLICITOR.....

Occupation