

This AGREEMENT

BETWEEN:

(1) **HIGHLAND DEEPHAVEN CLAY PIGEON CLUB LIMITED**, a company incorporated in Scotland under the Companies Acts with registered number SC and having its Registered Office at Mansefield House, 7 High Street, Dingwall, IV15 9HJ (the "Company")

and

(2) **ANGUS CAMERON**, residing at,
BRIAN ROSS, residing at
and **GILLY NAISBY**, residing at
respectively Chairman, Vice Chairman and Treasurer of Highland Deephaven Clay Pigeon Club having a place of business at Deephaven Industrial Estate, Evanton, IV16 9XP and their successors in office (the "Club")

WHEREAS:-

- (A) The Club has agreed to transfer the Business and Assets aftermentioned to the Company as a going concern; and
- (B) The Company and the Club have agreed to set out the terms of the transfer and associated matters herein.

IT IS AGREED AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, unless the context otherwise requires:-

Accounting Records means all accounting books, records, vouchers, information and data (howsoever recorded or stored) kept by the Club in connection with the Business at the Completion Date;

Assets mean the Club's interest in all of the trade and assets of the Business including Goodwill and whether fixed or moveable and whether hardware or software including without prejudice to that generality the right to use the business name Highland Deephaven Clay Pigeon Club;

Business means the Club's business as a clay pigeon shooting club operating under the name Highland Deephaven Clay Pigeon Club, Evanton;

Business Name means "Highland Deephaven Clay Pigeon Club" or any part thereof in any format including the exclusive right to carry on in business in succession to the Club under the name "Highland Deephaven Clay Pigeon Club" in connection with the Business;

Completion means completion of the sale and purchase of the Business and Assets as described in clause 3;

Completion Date means [2018] notwithstanding the date or dates hereof;

Contracts means the benefit of all outstanding and on-going contracts, orders and engagements (whether written or oral) existing at the Completion Date between the Club and third parties, which remain (in whole or in part) to be completed but does not include the benefit of work completed by the Club prior to Completion and notified to the Company within seven days thereof;

Employees mean those persons who are employed by the Club at the Completion Date;

Equipment means, other than the third party assets, all fixed and moveable fittings, equipment, plant, machinery, furniture, stationery, implements and effects and all other fixed and moveable assets;

Goodwill means the goodwill of the Business, including (without limiting the generality of the foregoing) the exclusive right of the Company to carry on (and represent that it is carrying on) the Business in succession to the Club;

Intellectual Property means all intellectual property of the Club used in relation to the Business;

Liabilities means all liabilities of the Club arising in the normal course of trade;

Premises means the Club's place of business at Deephaven Industrial Estate, Evanton, Ross-shire, IV16 9XP:

Records mean all financial and other records of the Business of the Club;

Security Interest means any fixed or floating security, charge, pledge, lien, right of retention, obligation to account or other encumbrance whatsoever;

Third Party Rights means:-

- (a) the benefit of all sums to which the Club is (or after the Completion Date may become) entitled, either from third parties or insurers, in respect of damage or injury to any of the Assets or the Business where such damage or injury arose prior to Completion (but whether or not the same became apparent prior to or after Completion) save to the extent of sums expended prior to Completion in making good such damage or injury; and
- (b) the benefit of all rights and claims which the Club may have, whether in respect of warranties, guarantees or otherwise, against any third party in respect of any of the Assets and/or the Business;

VAT means value added tax;

VATA means the Value Added Tax Act 1994;

Work-in-Progress means all work-in-progress of the Club at the Completion Date.

1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted (save to the extent that any amendment, extension or re-enactment imposes more onerous obligations than otherwise exist at Completion) and to any former statute or statutory provision replaced (with or without modification) by the statute or statutory provision referred to.

1.3 The singular includes the plural and vice versa and any gender includes all genders.

1.4 The clause headings are inserted for ease of reference only and shall not affect the interpretation or construction of this agreement.

2. PERMISSIONS

The Club shall procure that all statutory and other permissions that are currently required to operate the Business at its current location are or will be fully and effectually transferred to the Company.

3. COMPLETION

The Club hereby sells, assigns, conveys and makes over to the Company free from all Security Interest the following:-

- 3.1
- (a) the Assets;
 - (b) the Business;
 - (c) the Business Name;
 - (d) the Contracts;
 - (e) the Employees;
 - (f) the Equipment;
 - (g) the Goodwill;
 - (h) the Intellectual Property;
 - (i) any right or title or interest as tenant, sub-tenant or licensee in the Premises or otherwise;
 - (j) the Records;
 - (k) the Third Party Rights; and
 - (l) cash in hand;

3.2 For the avoidance of doubt the Company hereby assumes the Liabilities as at Completion and will free and relieve the Club of any legal obligation in that regard.

3.3 The Club and the Company hereby agree that Goodwill shall be valued at the figure brought down in the cessation accounts of the Club.

4. CONSIDERATION

The Club and the Company agree that the consideration for the transfer of the Business and the Assets shall be ONE POUND (£1.00) if asked for only.

5. RISK, ETC.

Risk, property and title in and to the Assets shall pass to the Company at the Completion Date.

6. EMPLOYEES

The parties acknowledge that, pursuant to the Employment Regulations, the Employees' employment contracts will have effect at the Completion Date as if originally made between the Company and the Club.

7 VALUE ADDED TAX

7.1 All sums payable hereunder by the Company are exclusive of any VAT which may be chargeable thereon save that the parties hereto intend that section 49(1) of VATA and Paragraph 5 of the Value Added Tax (Special Provisions) Order 1995 shall apply to the sale of the Business and Assets and, accordingly, on the Completion Date, the Club shall deliver the Records to the Purchaser in accordance with clause 3.1 (and shall not make a request to HM Customs and Excise for any of the Records to be taken out of the Company's custody) and the Company undertakes to preserve the Records for so long as may be required by law.

7.2 The parties hereto shall use all reasonable endeavours to procure that the sale of the Assets is treated neither as a supply of goods nor as a supply of services for the purposes of VAT. If HM Customs and Excise should determine in writing (after full disclosure of all relevant facts) that VAT is chargeable, the Company shall pay any VAT which may be chargeable on the sale of the Business and Assets within 5 Business Days after payment of the VAT by the Club or, if later, 5 Business Days after delivery of a VAT invoice.

8. GENERAL

8.1 Insofar as not implemented on the Completion Date and save as otherwise provided herein, this agreement shall remain in full force and effect and any undertakings and indemnities provided for herein shall be enforceable in accordance with their terms.

8.2 Neither this agreement nor any documents referred to herein shall be capable of variation unless such variation shall be made in writing and be signed by both the Company and the Club.

8.3 No waiver by either party of any of the requirements hereof or of any of its rights hereunder shall be effective unless given in writing and signed by or on behalf of that party and no forbearance, delay or indulgence by either party in enforcing the provisions of this agreement shall prejudice or restrict the rights of that party nor shall any waiver by either party of any of the requirements

hereof or any of its rights hereunder, release the other from full performance of its obligations stated herein.

8.4 Each provision of this agreement shall be construed separately and (save as otherwise expressly provided herein) none of the provisions hereof shall limit or govern the extent, application or construction of any other of them and, notwithstanding that any provision of this agreement may prove to be unenforceable, the remaining provisions of this agreement shall continue in full force and effect.

8.5 This Agreement shall not be capable of being assigned, either in whole or in part.

9. PROFESSIONAL FEES

All fees (including legal and other fees) incurred in connection with the preparation and completion of this Agreement shall be payable to the Club/Company save in respect of any work done by the Club prior to completion and agreed by the parties to be payable to the Club directly or else to the Company who shall make an appropriate payment to the Club.

10. GOVERNING LAW

This Agreement shall be construed and receive effect in accordance with the law of Scotland and, insofar as not already subject thereto, the parties hereto submit to the non-exclusive jurisdiction of the Scottish courts: IN WITNESS WHEREOF these

presents consisting of this and the preceding [] pages are executed as follows:-

Subscribed for and on behalf of Highland Deephaven Clay Pigeon Club by [] at [] on [] 2018 before this witness:-

Witness
Full Name Chairman
Address
.....

Subscribed for an on behalf of The Firm of Highland Deephaven Clay Pigeon Club by [], as Partner on behalf of the said Firm of Highland Deephaven Club at [] on [] 2018 before this witness:-

Witness
Full Name Partner
Address