

Dated

14th April

2009

- (1) **Total Maintenance Solutions Limited**
- (2) **TMS Maintenance Limited**
- (3) **P Moore & L A Moore**

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL
SIGNED
Mincoff Jacksons LLP
NEWCASTLE UPON TYNE NE2 1SQ

DISTRIBUTION AGREEMENT
relating to the maintenance business trading as
Total Maintenance Solutions

MINCOFF JACKSONS

T: 0844 855 4100 F: 0191 281 8069

info@mincoffjacksons.co.uk www.mincoffjacksons.co.uk

SATURDAY



RM 09/05/2009
COMPANIES HOUSE

22

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THIS AGREEMENT is dated

14th

April

2009

PARTIES

- (1) **Total Maintenance Solutions Limited** incorporated and registered in England and Wales with company number 03715346 whose registered office is at Unit 94, Silverbriar, Business & Innovation Centre, Enterprise Park East, Sunderland, SR5 2TQ (Transferor).
- (2) **TMS Maintenance Limited** incorporated and registered in England and Wales with company number 06750384 whose registered office is at c/o Thoburn & Chapman, 14 Barrington Street, South Shields, Tyne and Wear, NE33 1AJ (Transferee).
- (3) **Those Persons** whose names and addresses are set out in columns (1) and (2) respectively of Schedule 1 (Shareholders).

RECITALS

- (A) The Transferor carries on, *inter alia*, the Business
- (B) By a written resolution of the Transferor passed on 14th April 2009, it was resolved that:
 - (a) the Transferor pay a dividend *in specie* upon its Issued Ordinary and A Ordinary shares which would be satisfied by the transfer of the Business and the Assets to the Shareholders; and
 - (b) at the request and direction of the Shareholders, the Business and the Assets are to be transferred to the Transferee in consideration of the Transferee issuing the Consideration Shares to the Shareholders.

OPERATIVE

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this agreement.

Assets: the property, rights and assets of the Business (other than the Excluded Assets) to be transferred pursuant to clause 2.

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

Business: the business of the maintenance services, building services, electrical testing, inspection and other customer maintenance services carried on by the Transferor at the Effective Time.

Business Claims: all of the rights owned by the Transferor, 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, including rights under any warranties, conditions, guarantees or indemnities or under the Sale of Goods Act 1979.

Business Contracts: those contracts, engagements or orders entered into on or prior to the Effective Time by or on behalf of the Transferor with Customers in connection with, and in the ordinary course of, the Business which, at the Effective

Time, remain to be performed in whole or in part by the Transferor, including those which are listed at Schedule 6.

Business Day: a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general business in the City of London.

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

Business Intellectual Property Rights: Intellectual Property Rights owned, used or held for use by the Transferor in, or in connection solely with, the Business, including the Trademark.

Business Name: "Total Maintenance Solutions" (or any name including the words "Total Maintenance Solutions") or any colourable imitation of it.

Completion: completion of the transfer of the Business and the Assets in accordance with this agreement.

Completion Date: the date of this agreement.

Consideration Shares: means together the together the 368 ordinary shares of £1 and the 40 'A' ordinary shares of £1 in the capital of the Transferee to be allotted pursuant to clause 4.2 (those shares being credited for all purposes as fully paid up).

Creditors: all trade debts and accrued charges related solely to the Business owing by the Transferor at, the Effective Time to the trade creditors of the Transferor.

Customers: the customers of the Business.

Effective Time: 12.01 am on the 1st April 2009.

Employees: the persons mainly employed by the Transferor in the Business whose names are set out in Schedule 4.

Encumbrances: 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 assets and rights of the Business set out in clause 3.1 as being excluded from the transfer pursuant to this agreement.

Fixed Assets: of the fixed plant and machinery, furniture, utensils, templates, tooling, implements, chattels and equipment wherever situated belonging to the Transferor and used, or intended for use, solely in connection with the Business as at the Effective Time, including those listed at Schedule 5.

Goodwill: the goodwill, custom and connection of the Transferor in relation to the Business, together with the exclusive right for the Transferee 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 Transferor.

Intellectual Property Rights: patents, rights to inventions, utility models, copyright, trade marks, service marks, trade, business and domain names, e-mail addresses

and telephone and facsimile numbers of the Transferor, 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, moral 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.

Liabilities: all debts, liabilities and obligations of any nature of the Transferor 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 all indebtedness of the Transferor to the Transferor's bankers existing at the Effective Time and any liability for Taxation relating to the Business for which the Transferor 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

Licence Agreement: the licence agreement in the agreed form to be entered into by the Transferor and the Transferee at Completion.

Moveable Assets: the loose plant including moveable plant, machinery and equipment, fixtures and fittings, desktop computers, spare parts, tooling used or intended for use solely in connection with the Business, including those listed at Schedule 5.

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.

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

Purchase Price: has the meaning given in has the meaning given in clause 4.1.

Property: the leasehold property occupied by the Transferor being Unit 94, Silverbriar, Business & Innovation Centre, Enterprise Park East, Sunderland, SR5 2TQ

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 to the extent severable from the Transferor's records.

Subsidiary: in relation to a company wherever incorporated (a holding company) means a subsidiary as defined in section 736 of the Companies Act 1985 and any other company which is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company. Unless the context otherwise requires, the application of this definition to any company at any time will apply to the company as it was at that time, and a subsidiary undertaking shall be construed in accordance with section 258 of that Act.

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.

Trademark: means the registered trademark "TMS maintenance solutions for industry www.online-tms.com" registered in the United Kingdom 2479730.

Trademark Assignment: means the trademark assignment (in the agreed form) to be entered into between the Transferor and the Transferee and relating to the Trademark.

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

VAT: value added tax chargeable under VATA 1994 and any similar replacement or additional tax.

VATA 1994: the Value Added Tax Act 1994.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement. A reference to a paragraph is to a paragraph of the relevant schedule, and a reference to an appendix is to the relevant appendix to this agreement.
- 1.4 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 Words in the singular shall include the plural and vice versa.
- 1.8 A reference to one gender shall include a reference to the other genders.
- 1.9 A reference to a particular statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and includes any subordinate legislation made under a relevant statute whether before or after the date of this agreement.
- 1.10 References to **holding company, subsidiary and subsidiary undertaking** shall have the meanings given in sections 258, 736 and 736A of the Companies Act 1985 as appropriate.
- 1.11 **Writing or written** includes faxes but not e-mail.
- 1.12 Documents in **agreed form** are documents in the form agreed by the parties or on their behalf and initialled by them or on their behalf for identification.
- 1.13 Where the words **include(s), including or in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.14 References to this agreement include this agreement as amended or varied in accordance with its terms.

2. AGREEMENT TO TRANSFER

2.1 The Transferor shall transfer with full title guarantee and free from all Encumbrances, and the Transferee shall accept the transfer, with effect from the Effective Time of the Business as a going concern together with the assets listed below:

- (a) the Goodwill;
- (b) the Fixed Assets;
- (c) the Moveable Assets;
- (d) the benefit (subject to the burden) of the Business Contracts;
- (e) the Business Information;
- (f) the Business Name;
- (g) the Business Intellectual Property Rights;
- (h) the Records; and
- (i) the Business Claims.

2.2 During the period between the Effective Time and Completion, the Assets shall be deemed to have been held by the Transferor upon trust for and on behalf of the Transferee and all necessary accounting entries shall be made in the books of account of the Transferee and of the Transferor to reflect this. Subject to Completion taking place, the Transferee shall indemnify and continue to indemnify and hold the Transferor harmless against any Demand suffered or incurred by the Transferor which relate to the period in which the Transferor was acting as trustee of the Transferee (between the Transfer Time and Completion Date inclusive).

3. EXCLUDED ASSETS AND LIABILITIES

3.1 The assets listed below shall be excluded from the transfer under this agreement:

- (a) all the cash of the Transferor in hand or at the bank or at any other financial institution which does not relate exclusively to the Business;
- (b) the accounts of the Transferor and accounting records which do not relate exclusively to the Business;
- (c) Book Debts
- (d) the Property; and
- (e) all other property, rights and assets owned by the Transferor not specifically listed in clause 2.1.

3.2 Nothing in this agreement shall pass to the Transferee, or shall be construed as acceptance by the Transferee of, the Liabilities and the Transferor shall:

- (a) pay, satisfy and perform the Liabilities whether arising before or after the Effective Time; and
- (b) Indemnify and keep indemnified the Transferee against any such liabilities or the failure of the Transferor to pay, satisfy or perform and observe the Liabilities.

4. TRANSFER UNDERTAKING

- 4.1 The consideration payable for the Business and the Assets shall be the aggregate of the values attributed to the Assets as set out Schedule 1 (together the Purchase Price).
- 4.2 The Purchase Price shall be satisfied by the allotment and issue by the Transferee at Completion to the Shareholders of the number of Consideration Shares set opposite their names in column (3) of Schedule 1.

5. COMPLETION

- 5.1 Completion shall take place on the Completion Date.
- 5.2 At Completion the Transferor shall comply with its obligations set out in paragraph 1 of Schedule 3.
- 5.3 At Completion, the Transferee shall:
 - (a) pay the Purchase Price to the Transferor in accordance with clause 4.2
 - (b) deliver or cause to be delivered the following items to the Transferor:
 - (i) duly executed counterparts of the licences, agreements, assignments and other documents referred to in paragraph 1(b) to paragraph 1(l) of Schedule 3 inclusive; and
 - (ii) a copy of the minutes of a meeting of the board of directors of the Transferee authorising the execution by the Transferee 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 its behalf.

6. PASSING OF TITLE AND RISK

- 6.1 In so far as any Assets are not delivered or formally transferred, novated or assigned to the Transferee at Completion and until such time as they are formally transferred, novated or assigned to the Transferee:
 - (a) the Transferor shall be deemed to hold all such Assets on trust for the Transferee; and
 - (b) to the extent permissible under law or the terms of any relevant agreement:
 - (i) the Transferor shall use all reasonable endeavours to procure at the Transferee's cost that the Transferee 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 Transferee shall perform all the obligations of the Transferor in respect of such Assets (save to the extent that any such obligations are Excluded Liabilities).
- 6.2 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.

- 6.3 Such right, title and interest as the Transferor may have to those Assets transferred at Completion shall pass to the Transferee at the Effective Time and such right, title and interest as the Transferor may have to those Assets transferred after Completion shall pass to the Transferee at the time of transfer.
- 6.4 Risk in respect of all the Assets shall pass to the Transferee at the Effective Time.

7. APPORTIONMENTS

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

8. VAT

- 8.1 The Transferee and the Transferor intend that article 5 of the Value Added Tax (Special Provisions) Order 1995 shall apply to the transfer of Assets under this agreement and agree to use all reasonable endeavours to ensure that the transfer is treated neither as a supply of goods nor a supply of services under that article.
- 8.2 If, notwithstanding clause 8.1 VAT is chargeable in connection with the transfer of the Assets under this agreement, the Transferee shall pay the Transferor 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.

9. THE EMPLOYEES

- 9.1 The parties acknowledge and agree that the transfer pursuant to this agreement will constitute a relevant transfer for the purposes of TUPE and, accordingly, that it will not terminate the contracts of employment of any of the Employees, which shall be transferred to the Transferee pursuant to TUPE with effect from the Effective Time.
- 9.2 If any contract of employment of, or collective agreement relating to, any Employee is found or alleged not to have transferred to the Transferee 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 Transferee.
- 9.3 Each of the Transferee and the Transferor 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
- 9.4 The Transferee agrees it shall be responsible for and indemnify and keep indemnified the Transferor 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, arising after the Effective Time.

10. BOOK DEBTS

10.1 The Transferee shall not acquire the Book Debts, which shall remain the property and responsibility of the Transferor and the Transferor shall use reasonable endeavours to recover the Book Debts for its own account.

10.2 If any payments are made to the Transferee in respect of the Book Debts, the Transferee shall receive the same as trustee, shall record the payment separately in its books and shall remit the same to the Transferor as soon as is practicably possible (and in any event within 14 days of receipt). For the avoidance of doubt any money received by the Transferee from any person who is both a debtor of the Business at Completion and a debtor in respect of any subsequent transaction with the Transferee shall in the absence of an express direction by the debtor be deemed to have been received in respect of the earliest invoice.

11. ACTION AFTER COMPLETION

11.1 As soon as practicable after Completion, the Transferor and the Transferee shall issue jointly a letter to each Employee in the agreed form explaining that his or her employment has been transferred to the Transferee pursuant to TUPE.

11.2 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 Asset which it receives after Completion and which belong to the other party, save that:

- (a) the provisions of clause 7 shall apply with regard to any payments received in respect of Periodical Receipts; and
- (b) the provisions of 10 shall apply in respect of any payments in respect of Book Debts.

11.3 The Transferor shall give the Transferee such reasonable access during business hours to the books, accounts, records and returns of the Transferor relating to or in connection with the Business (and which have not transferred to the Transferee) as the Transferee may require (including the right to take copies and extracts on reasonable advance notice).

11.4 The Transferee shall give the Transferor such reasonable access to the Records for inspection by representatives of the Transferor during business hours as the Transferor may require (including the right to take copies and extracts on reasonable advance notice).

12. DATA PROTECTION

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

13. FURTHER ASSURANCE

Each party shall (at its own expense) use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

14. ASSIGNMENT (PROHIBITED)

14.1 This agreement is personal to the parties and neither party shall, without the prior written consent, of the other party (such consent not to be unreasonably conditioned, withheld or delayed) assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with this agreement or any of its rights and obligations under this agreement (or any document referred to in it), or purport to do any of the same. Neither party shall sub-contract or delegate any or all of its obligations under this agreement to any third party or agent.

14.2 Each party that has entered into this agreement is acting on its own behalf and not for the benefit of another person.

15. ENTIRE AGREEMENT

15.1 This agreement (and any document referred to in it) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

15.2 Each party acknowledges that, in entering into this agreement (and any document referred to in it), it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

15.3 Nothing in this clause 15 shall limit or exclude any liability for fraud.

16. VARIATION

No variation or agreed termination of this agreement or of any document referred to in it shall be effective unless it is in writing and signed by or on behalf of each of the parties.

17. WAIVER

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. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

18. SEVERANCE

18.1 If any provision of this agreement (or part of any provision) is found by any court or other body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under or in connection with it.

20. COUNTERPARTS

This agreement may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed, shall constitute an original of this agreement and which together shall have the same effect as if each party had executed the same agreement.

21. GOVERNING LAW AND JURISDICTION

- 21.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

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

Schedule 1 Shareholders

(1) Name	(2), Address	(3) Consideration Shares
Lesley Ann Moore	Viewly Grange Pity Me Durham DH1 5RS	50 Ordinary A Shares of £1 each
Paul Moore	Viewly Grange Pity Me Durham DH1 5RS	460 Ordinary Shares of £1 each

Schedule 2 Assets

The Assets included in the transfer pursuant to this agreement and their respective values are as follows:

Asset	Value
Goodwill	£1
Fixed Assets & Moveable Assets	£98,112.66
Business Contracts	£1
Business Claims	£1
Business Information	£1
Business Intellectual Property Rights	£1
Other Assets	£1

Schedule 3 Completion

1. Actions And Obligations Of The Transferor At Completion

The Transferor shall deliver, or procure delivery, to the Transferee of, or make available to the Transferee:

- (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 as may be necessary to vest in the Transferee title to all of those Assets which are not transferable by delivery as the Transferor may have obtained and which will permit the Transferee to enter into and take possession of the Business and Assets, subject always to the provisions of clause 6, including without limitation:
 - (i) all documents of title and certificates for the lawful operation and use of, and all service documents pertaining to, the Assets;
 - (ii) the Business 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 Transferor relating to the Business or any of the Assets duly written up to the Completion Date;
- (c) all such records as are referred to in section 49 of VATA 1994;
- (d) a counterpart of the Licence Agreement duly executed by the Transferor;
- (e) a counterpart of the Trademark Assignment duly executed by the Transferor;
- (f) form 403a in respect of the debenture dated 27 May 2003 granted by the Seller in favour of Barclays Bank plc;
- (g) the Records;
- (h) all national insurance and PAYE records in respect of the Employees, and all records required to be kept under the Working Time Regulations 1998;
- (i) such irrevocable instruction to the bank(s) of the Transferor as may be necessary to procure the automatic transfer to the Transferee of any payment that any customer of the Business may make to such bank(s) after the Completion Date;
- (j) a copy of the resolution(s) passed by the shareholders of the Transferor to approve the terms of this agreement;
- (k) a original special resolution of the members of the Transferor resolving to change its name to 'TMS Manufacturing Limited'; and

- (i) a copy of the minutes of a meeting of the board of directors of the Transferor authorising the execution by the Transferor 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 behalf of the Transferor.

Schedule 4 Employees

Employee	National Insurance No
P Moore	NR812292D
S SMITH	WE188029C
R Ellard	YB241095A
P Brown	JR454613B
J Fuller	JS774059D
S Ahilan	JE785298A
J Skeggs	JL089549B
M Jones	NB470144A
A Harvey	WM663115D
R Lomax	YR691031B
P Clardige	JN294640A
M Foxley	WB802778B
J Wetten	JS761819D
C Hock	JJ392193B
C Sanderson	JH594199D
R Fuller	JG231738A
J Craig	JR683179D
Foster	JE763957B
Ball	NW814229D
Curtis	JC21545B

Schedule 5 Fixed and Moveable Assets

Fixed Assets

Office Equipment

Desks & bookshelves
Office furniture
2 office chairs
2 desks and corner link
2 desks and corner link
shelving bay for Toyota office
Furniture for Toyota Dept
Misc Transferred from TMS(Fabrication) Ltd
2 Leather faced chairs
Desk top copy holder
Furniture tr'd from Manufacturing solutions
Time recording system - NETR
Furniture & fittings for offices
Office furniture
Computer Equipment
Computer
Compaq 7025
Packard Bell 5069
Ilyama vision 21 monitor
Laptop
Patrot 2020pc
IBM Netvista
Computer
Compaq laptop
Applemac laptop
Compaq desktop
Laptop cases
2 laptop computers
EPS 1260P Photo
EIS 4410 CEL and mouse
Laserjet printer
DVD CEL., PRV CY765
Carclaycard
Plasma screen, wall mount
Computer
Server
Colour laserjet 3500 printer
Memory (1Gb for Dell Poweredge)
Installation re above
SWT Premier Estimating software & 1 year support
Plant & Machinery
CNC punch press model 2 x 1250
Durma press brake machine
Motor Vehicles
Landrover NC57ZDN

Schedule 6 Business Contracts

Advantiv Limited
AEI Cabales Limited
AGP Digital
Airbus UK Limited
Advanced Industrial Rewinds
Ltd
Apollo Metals Limited
BAA Business Support Centre Ltd
Bae Defence Ltd
Bel Valves Limited
Buck and Hickman Ltd
BCD Travel
BEA Systems Aero Defence Ltd
Bearing & Transmission Products Ltd
Beck & Pollitzer (Engineering) Limited
BIC Product Development Ltd
Blakley Electrics Limited
B M Fabrications
Bod Hyfryd Developments Limited
Bulwell Precision Engineers Limited
Carcoustics UK Limited
Chadwick Partitions and Floors Limited
Chloride Motive Power Batteries Limited
Contract Management Logistics Limited
Complete Maintenance Solutions Ltd
Communisis Security Products Ltd
Conwyn Controls Limited
Connaught Environmental Limited
Conformance
Limited
Central Car Sales
Cruise Clothing
Cummins Limited
DACS Limited
Dana Spicer Axle - Europe
Data Networking Solutions LLP
Design Right Solutions
Draka UK Limited
Economics (Industrial) Ltd
ERICKS (UK) Limited
European Technical Sales Limited
Fanuc Robotics (UK) Limited
Filtration Spares & Services Limited
Fontaine International Europe Limited
Four Square Ltd
FWB Cymru Ltd
Ground Aviation Handling Ltd
Gateshead Council
GKN Aerospace
GKN Sheepbridge Stokes Limited
Hatch Industrial Services Limited

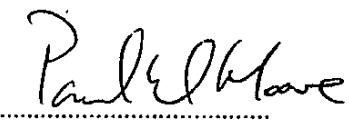
Hedinair Limited
Honda of the UK Manufacturing Ltd
Ice 'N' Breezy LLP
I C Electrical Limited
IMI Norgren Limited
Impact Carbides Ltd
Import & Export Services Limited
ING Lease (UK) Ltd
Innogy plc
IPC Fixings Ltd
Jackson Production Services Limited
JCDecaux Airport UK Ltd
JKS London Ltd
K & S European Services Limited
Kennering Transmissions Limited
Kennering Transmissions Limited
Lamb Technicon Limited
M & M Contracting Limited
Magellan Aerospace Structures Ltd
Mainline Tool and Plant Limited
Metro Inns Limited
Misc Customers
MITIE Managed Services
MKW Engineering Ltd
Mold Systems Ltd
Mono Pumps Limited
Morgan Advanced Ceramics Limited
Manufacturing Solutions Ltd
Machine Tool Technologies Ltd
Nestle UK Limited
Newcastle City Council
Nissan Motor Manufacturing (UK) Limited
Norgren Limited
NSK Bearings Limited
PD Teesport Ltd
S.J. Penny Painting & Decorating Ltd
Perplas Limited
Perkins Engines Company Limited
Division of Monks & Crane Limited
Polaron Plc
Quality Tooling (North east) Ltd
Roballo Engineering Co Limited
Rok
Roles Precision Contractors Limited
Progress Buyers Limited
R S Conveyors Ltd
Saleslease Purchases Limited
Sanofi Aventis Limited
Sear Engineering Services Limited
SFS Maintenance Ltd
Shield Engineering Ltd
Smurfit Kappa UK
South Tyneside Council
Sunderland Metal Companay

Surtronic uk Limited
T C Industries Limited
The Team
Team Industrial Services
Limited
TENON Group Limited
TIO Limited
Total Maintenance & Engineering Ltd
TMS (Fabrication) Ltd
Tormax United Kingdom Limited
Toyota Tsusho U.K. Limited
Transfreight Automotive Logistics Limited
Trefn Engineering Limited
Treves UK Limited
Goodrich Control Systems Limited
TRW Automotive Systems Limited
UK Wipers & Accessories
Unipress (UK) Ltd
T D S Automotive (UK) Limited
Vauxhall Motors Ltd
Waymouth Northumbria Limited
Willowcrete Manufacturing Limited
Wingood Limited
W T Parker Limited
Wyko Industrial Services Ltd

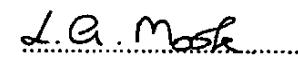
Signed by PAUL MOORE for and on behalf
of Total Maintenance Solutions Limited


Paul Moore

Signed by PAUL MOORE for and on
behalf of TMS Maintenance Limited


Paul Moore

Signed by LESLEY ANN MOORE


L.A. Moore

Signed by PAUL MOORE


Paul Moore