

- (a) allow the Buyers to take possession of such of the Assets as are transferable by delivery;
- (b) deliver to Elitesound Limited a duly executed stock transfer form in respect of the Share and a valid written resolution of the sole director of Leaf Technologies
- (i) approving the transfer of the Share to Elitesound Limited (subject to the stocktransfer form therefor being duly stamped); ←
- (ii) approving the appointment of Jeremy Brassington as an additional director of Leaf Technologies Limited; and
- (iii) resigning as director.;
- (c) hold all other Assets on trust for the Buyers absolutely pending assignment; ←

4.5 Without prejudice to the generality of the foregoing, following completion of this Agreement the Seller and/or the Office Holders (but only so long as they retains their office in relation to the Seller and provided that all and any personal liability of the Office Holders is expressly excluded) shall at the Buyers' expense:

- (a) execute and deliver such documents (in such form as the Seller's Solicitors shall approve) in particular
 - (i) an assignment of the Inter-Company Debt and the Goodwill to Elitesound Limited; and
 - (ii) an assignment to Tonewear Limited of the Intellectual Property Rights; and
- (b) do such further acts

as shall be reasonably necessary to vest in the Buyers such right, title and interest as the Seller may have to the Assets transferred to the Buyers in accordance with the terms of this Agreement at the cost of the Buyer.

5. PASSING OF PROPERTY AND RISK

5.1 Such right, title or interest in the Assets as is agreed to be transferred by this Agreement shall pass to the Buyers on completion. Until title passes the Buyers shall keep the Assets free from any charge, lien or other encumbrance.

5.2 Sole risk in all the Assets shall pass to the Buyers immediately after execution of this Agreement.

6. THIRD PARTY ASSETS

6.1 Unless agreed otherwise on the Transfer Date possession of the Third Party Assets shall be delivered up to the Buyers as bailees of the Seller and the Seller shall not object to or hinder any arrangement which the Buyers may wish to make with the owners of the Third Party Assets.