

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514140

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Polzeath Surf Limited		03/13/2019	Company: GUERNSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Forest Vale Limited		
<b>Street Address:</b>	P.O. Box 34, St. Martin's House, Le Bordage		
<b>City:</b>	St. Peter Port		
<b>State/Country:</b>	GUERNSEY		
<b>Entity Type:</b>	Company: GUERNSEY		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3968425	THE HAPPY EGG CO	
<b>Registration Number:</b>	5467182	THE HAPPY EGG CO.	
<b>Registration Number:</b>	4398635	HAPPY EGGS	
<b>Registration Number:</b>	4518735	THE BEST EGGS UNDER THE SUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	dan@itsyourarena.com		
<b>Correspondent Name:</b>	Daniel E. Arnsperger		
<b>Address Line 1:</b>	3201 South Market Street, Suite 102		
<b>Address Line 4:</b>	Rogers, ARKANSAS 72758		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Daniel E. Arnsperger		
<b>Address Line 1:</b>	3201 South Market Street, Suite 102		
<b>Address Line 4:</b>	Rogers, ARKANSAS 72758		
<b>NAME OF SUBMITTER:</b>	Emerson Conner McNair		
<b>SIGNATURE:</b>	/Emerson Conner McNair/		
<b>DATE SIGNED:</b>	03/13/2019		

OP \$115.00 3968425

**Total Attachments: 20**

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**DATED** 13 MARCH **2019**

**POLZEATH SURF LIMITED** (1)

**FOREST VALE LIMITED** (2)

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**ASSIGNMENT OF INTELLECTUAL  
PROPERTY RIGHTS**

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## SCHEDULE 1

Trade Marks

## ANNEXURE A

Deed of Transfer

THIS DEED is dated

13 MARCH

2019

## PARTIES

- (1) **POLZEATH SURF LIMITED** incorporated and registered in Guernsey with company number 65942 whose registered office is at P O Box 34, St Martin's House, Le Bordage, St Peter Port, Guernsey, GY1 4AU (the "**Transferor**"); and
- (2) **FOREST VALE LIMITED** incorporated and registered in Guernsey with company number 65630 whose registered office is at P O Box 34, St Martin's House, Le Bordage, St Peter Port, Guernsey, GY1 4AU (the "**Transferee**").

## BACKGROUND

- (A) The Transferor owns the Trade Marks, and the Domain Name.
- (B) The Transferor is party to the Franchise Agreement pursuant to which it, *inter alia*, licenses the Trade Marks to NFI.
- (C) The Transferor has agreed to assign the Trade Marks and transfer the Domain Name to the Transferee on the terms set out in this Deed and to transfer its rights and obligations under the Franchise Agreement to the Transferee on the terms of the Deed of Transfer.

## AGREED TERMS

### 1 INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this Deed (including in the recitals).

<b>"Business Day"</b>	a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business;
<b>"Domain Name"</b>	<a href="http://www.happyegg.co">www.happyegg.co</a> ;
<b>"Franchise Agreement"</b>	the franchise agreement dated 25 June 2013 originally made between Noble Foods Limited and NFI and in respect of which the Transferor replaced Noble Foods Limited as a party on or around the date hereof;
<b>"Deed of Transfer"</b>	the transfer agreement in the agreed form in relation to the Franchise Agreement attached hereto as Annexure A;
<b>"NFI"</b>	Noble Foods Inc. a company incorporated in the USA under number 5132643 and whose registered office is at 160 Greentree Drive, Suite 101, Dover, Kent County, Delaware 19904;
<b>"Trade Marks"</b>	the registered trade marks and the applications (including the unregistered trade marks which are

the subject of such applications), short particulars of which are set out in Schedule 1; and

**“VAT”**

value added tax chargeable under the Value Added Tax Act 1994.

- 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** are to the clauses of this Deed.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and for the purposes only of the membership requirement contained in sections 1159(1) (b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
- 1.5.1 another person (or its nominee), by way of security or in connection with the taking of security;
- 1.5.2 or its nominee.
- 1.6 A reference to **writing** or **written** includes any method of representing or reproducing words in a legible form, including email.
- 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 Deed. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Deed under that statute or statutory provision.

**2 ASSIGNMENT**

- 2.1 In consideration of the sum of £1 (one pound) paid by the Transferee to the Transferor, the receipt and sufficiency of which the Transferor hereby acknowledges, the Transferor:
- 2.1.1 hereby assigns and transfers to the Transferee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks and the Domain Name including:
- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks; and

- (b) all goodwill attaching to the Trade Marks; and
- (c) the rights to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Trade Marks whether occurring before, on, or after the date of this assignment.

2.1.2 shall transfer its rights and obligations under the Franchise Agreement on the terms of the Deed of Transfer.

2.2 On signing this Deed, the parties shall enter into the Deed of Transfer and the Transferor shall procure that NFI enters into the Deed of Transfer.

### 3 VAT

All sums paid under this agreement to the Transferor are exclusive of VAT. To the extent that any sums paid to the Transferor under this Deed are taxable supplied and subject to VAT, the Transferee agrees to increase the consideration by an amount equal to any such VAT chargeable following receipt by the Transferee of a valid VAT invoice in respect of such VAT from the Transferor.

### 4 FURTHER ASSURANCE

4.1 Each party shall (at its own expense) promptly execute and deliver all such documents, and do all such things as are required to give full effect to this agreement and the transaction intended to be effected pursuant to it.

4.2 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

### 5 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, 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.

### 6 NOTICES

#### 6.1 Interpretation

In this clause 6:

- a) “**Business Day**” means any day on which commercial banks are open for general business in the principal financial centre of the country in or to which the Notice is delivered or sent; and
- b) any reference to a time is to the local time in the place at or to which the Notice is delivered or sent.

#### 6.2 Form of Notice

Any notice or other communication to be given or made to a party under or in connection with this agreement (“**Notice**”) shall be in English, in writing and signed by or on behalf of the party giving it.

**6.3 Method of giving Notice**

Any Notice shall be sent to the relevant party at both the postal and email address and for the attention of the person specified in clause 6.4, and copied to the persons stated in that clause. Service or delivery of a Notice must be effected either:

- a) personally, by hand delivery or by courier (using an internationally recognised courier company); or
- b) by prepaid recorded delivery post or equivalent if the address of the party receiving the Notice (“**Recipient**”) is in the same country as the party serving or delivering the Notice (“**Sender**”); and in all cases
- c) by email.

**6.4 Contact details for Notices**

The postal and email addresses and relevant contacts of the parties for the purposes of clause 6.3 are:

**TRANSFeree:**

For the attention of: Michael Kent  
Address: Le Memmo, 4 Avenues des Guelfes, Monaco,  
MC 98000  
Email: [Mkent@egginternational.com](mailto:Mkent@egginternational.com) and  
[Jennifer@egginternational.com](mailto:Jennifer@egginternational.com)  
All emails must be copied to: [racock@lyonsdavidson.co.uk](mailto:racock@lyonsdavidson.co.uk) and  
[ltwiselton@lyonsdavidson.co.uk](mailto:ltwiselton@lyonsdavidson.co.uk)  
All notices must be copied to: Roger Acock/Laurence Twiselton

Lyons Davidson Limited  
43 Queen Square  
Bristol BS1 4QP

**TRANSFEROR:**

For the attention of: Michael Kent  
Address: Le Memmo, 4 Avenues des Guelfes, Monaco,  
MC 98000



Email: [Mkent@egginternational.com](mailto:Mkent@egginternational.com) and  
[Jennifer@egginternational.com](mailto:Jennifer@egginternational.com)

All emails must be copied to: [racock@lyonsdavidson.co.uk](mailto:racock@lyonsdavidson.co.uk) and  
[ltwiselton@lyonsdavidson.co.uk](mailto:ltwiselton@lyonsdavidson.co.uk)

All notices must be copied to: Roger Acock/Laurence Twiselton  
Lyons Davidson Limited  
43 Queen Square  
Bristol BS1 4QP

or, in each case, such other address or contact as a party may notify to the others in accordance with this clause 6. Notice of any change shall be effective five Business Days after the date on which it is deemed to have been served or delivered in accordance with this clause 6, or such later date as may be specified in the Notice.

#### **6.5 Deemed service or delivery**

Any Notice which has been served or delivered in accordance with clause 6.3 shall be deemed to have been served or delivered:

- a) when served or delivered personally, or by hand or by courier, at the time of such service or delivery at the relevant address;
- b) when sent by email, at the time the email is sent,

provided that if, under clauses 6.5 a) or b), any Notice would be deemed to have been served or delivered after 5.00 pm on a Business Day and before 9.00 am on the next Business Day, such Notice shall be deemed to have been served or delivered at 9.00 am on the second of such Business Days.

#### **6.6 Proof of service or delivery**

In proving service or delivery of a Notice, it shall be sufficient to prove:

- a) that the envelope containing the Notice was properly addressed and that service or delivery personally, by hand or by courier was made to such person at such address; and
- b) in the case of email, that the email was properly addressed and sent to the email address of the Recipient for the purposes of clause 6.3.

#### **6.7 Service of process**

Clause 6 shall not apply to the service of process in any legal action or proceedings relating to any dispute with this agreement.

### **7 ENTIRE AGREEMENT**

- 7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations

and understandings between them, whether written or oral, relating to its subject matter.

- 7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement provided that nothing in this agreement shall limit any liability for fraud or fraudulent misrepresentation.

## 8 VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 9 SEVERANCE

- 9.1 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.
- 9.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 10 COUNTERPARTS

- 10.1 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.
- 10.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.


## 11 GOVERNING LAW AND JURISDICTION

- 11.1 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.
- 11.2 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 Deed takes effect on the date stated at the beginning of it.

SCHEDULE 1

TRADE MARKS

CASE REF.	Official No.	Title	Case Status	Country	Class	Specification	Filing date	Registration date
52692US1	3968425	THE HAPPY EGG CO	Registered/Granted	USA	29	Eggs egg products, namely, processed eggs	09/11/2009	31/05/2011
65008US1	5467182		Registered/Granted	USA	29	Eggs; egg whites; liquid eggs and liquid egg whites	05/04/2017	15/05/2018
57089US1	4398635	HAPPY EGGS	Registered/Granted	USA	29	Eggs; scrambled eggs, boiled eggs, poached eggs, dried eggs, liquid eggs, frozen eggs, powdered eggs, egg whites	22/06/2012	10/09/2013
57471US1	4518735	THE BEST EGGS UNDER THE SUN	Registered/Granted	USA	29	Eggs; processed eggs.	10/12/2012	22/04/2014

**EXECUTED and DELIVERED** as a Deed of )  
**POLZEATH SURF LIMITED** )  
acting by *Christine Chapman* )  
a director in the presence of: )

x. *Chapman* .....x  
*Please sign here*

W Signature *Freya Still* .....  
I Full Name (Blocks) *FREYA STILL* .....  
T Address *43 QUEEN SQUARE* .....  
N *BRISTOL* .....  
E *BS1 4QP* .....  
S .....  
S Occupation *TRAINEE SOLICITOR* .....

**EXECUTED and DELIVERED** as a Deed of )  
**FOREST VALE LIMITED** )  
acting by *Christine Chapman* )  
a director in the presence of: )

x. *Chapman* .....x  
*Please sign here*

W Signature *Freya Still* .....  
I Full Name (Blocks) *FREYA STILL* .....  
T Address *43 QUEEN SQ.* .....  
N *BRISTOL* .....  
E *BS1 4QP* .....  
S .....  
S Occupation *TRAINEE SOLICITOR* .....

**ANNEXURE A**

**Deed of Transfer**

PRIVATE & CONFIDENTIAL

**DATED** 13 MARCH **2019**

<b>POLZEATH SURF LIMITED</b>	<b>(1)</b>
<b>FOREST VALE LIMITED</b>	<b>(2)</b>
<b>NOBLE FOODS INC.</b>	<b>(3)</b>

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**DEED IN RELATION TO A FRANCHISE AGREEMENT**

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**Lyons Davidson Limited**  
43 Queen Square  
Bristol  
BS1 4QP  
Tel: 0117 904 6000  
Fax: 0117 904 6006

**TRADEMARK**  
**REEL: 006590 FRAME: 0297**

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THIS DEED IS MADE ON

13 MARCH

2019

## **PARTIES**

- (1) **POLZEATH SURF LIMITED** incorporated and registered in Guernsey with company number 65942 whose registered office is at P.O. Box 34, St Martin's House, Le Bordage, St Peter Port, Guernsey, GY1 4AU ("**Outgoing Party**"); and
- (2) **FOREST VALE LIMITED** a company incorporated in Guernsey under number 65630 whose registered office is at P O Box 34, St Martin's House, Le Bordage, St Peter Port, Guernsey, GY1 4AU ("**Incoming Party**"); and
- (3) **NOBLE FOODS INC.** a company incorporated in the USA under number 5132643 and whose registered office is at 160 Greentree Drive, Suite 101, Dover, Kent County, Delaware 19904 ("**Remaining Party**"),

(each of the "**Outgoing Party**", "**Incoming Party**" and the "**Remaining Party**" being a party and together the "**Outgoing Party**", "**Incoming Party**" and the "**Remaining Party**" are the parties).

## **BACKGROUND**

- (A) The Outgoing Party and the Remaining Party are party to a franchise agreement that was originally entered into on 25 June 2013 between Noble Foods Limited and the Remaining Party relating to the granting of a right and licence to use trade marks, the happy egg co brand and the policies and procedures developed by Noble Foods Limited and its group and to which the Outgoing Party replaced Noble Foods Limited as a party on around the date hereof (the "**Franchise Agreement**"), a copy of which is annexed to this Deed and initialled by the Parties together with the transfer agreement pursuant to which the Outgoing Party replaced Noble Foods Limited as a party.
- (B) The Outgoing Party intends to transfer the Transferring Rights and Obligations under the Franchise Agreement to the Incoming Party, in accordance with this Deed.
- (C) The Outgoing Party wishes to be released and discharged from the Franchise Agreement in respect of future obligations and liabilities. The Remaining Party agrees to release and discharge the Outgoing Party's future obligations and liabilities under the Franchise Agreement to it on the basis that, among other things, the Incoming Party assumes the future obligations and liabilities of the Outgoing Party under the Franchise Agreement, in accordance with this Deed.

## **AGREED TERMS**

### **1. INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in this Deed:

"**Transferring Rights and Obligations**" means (a) all of the Outgoing Party's existing and future rights under the Franchise Agreements and (b) all of the Outgoing Party's future obligations in respect of the Franchise Agreement.

1.2 a reference to this Deed includes its schedules, appendices and annexes (if any);

1.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;



- 1.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.5 a reference to a gender includes each other gender;
- 1.6 words in the singular include the plural and vice versa;
- 1.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.8 the table of contents, background section and any clause, schedule or other headings in this Deed are included for convenience only and shall have no effect on the interpretation of this Deed; and
- 1.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under this Deed.

## 2. **NOVATION, TRANSFER AND RELEASE**

- 2.1 With effect from the date of this Deed (the "**Effective Date**");
  - 2.1.1 the Outgoing Party transfers all the Transferring Rights and Obligations in and under the Franchise Agreement to the Incoming Party;
  - 2.1.2 the Incoming Party shall enjoy the rights and benefits of the Outgoing Party comprised within the Transferring Rights and Obligations and all references to the Outgoing Party in the Franchise Agreement in respect thereof shall be construed as references to the Incoming Party;
  - 2.1.3 the Incoming Party undertakes to each of the Outgoing Party and the Remaining Party to perform and comply with any remaining obligations and other provisions (which were not due to be satisfied prior to the Effective Date) under the Franchise Agreement and (subject to clause 2.1.4) to be bound by the terms of the Franchise Agreement in every way as if the Incoming Party were the original party to the Franchise Agreement in place of the Outgoing Party;
  - 2.1.4 the Remaining Party consents to the transfer and the assumption of the Transferring Rights and Obligations as set out in this Deed and agrees to perform and comply with any remaining obligations and other provisions (which were not due to be satisfied prior to the Effective Date) under the Franchise Agreement and to be bound by the terms of the Franchise Agreement in every way as if the Incoming Party had become party to the Franchise Agreement in place of the Outgoing Party;

## 3. **THIRD PARTY RIGHTS**

Except as expressly provided for in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Deed.

## 4. NOTICES

### 4.1 Interpretation

- a) “**Business Day**” means any day on which commercial banks are open for general business in the principal financial centre of the country in or to which the Notice is delivered or sent; and
- b) any reference to a time is to the local time in the place at or to which the Notice is delivered or sent.

### 4.2 Form of Notice

Any notice or other communication to be given or made to a party under or in connection with this deed (“**Notice**”) shall be in English, in writing and signed by or on behalf of the party giving it.

### 4.3 Method of giving Notice

Any Notice shall be sent to the relevant party at both the postal and email address and for the attention of the person specified in clause 4.4, and copied to the persons stated in that clause. Service or delivery of a Notice must be effected either:

- a) personally, by hand delivery or by courier (using an internationally recognised courier company); or
- b) by prepaid recorded delivery post or equivalent if the address of the party receiving the Notice (“**Recipient**”) is in the same country as the party serving or delivering the Notice (“**Sender**”); and in all cases
- c) by email.

### 4.4 Contact details for Notices

The postal and email addresses and relevant contacts of the parties for the purposes of clause 4.3 are:

#### **Incoming Party:**

For the attention of: Michael Kent

Address: Le Memmo, 4 Avenues des Guelfes, Monaco,  
MC 98000

Email: [Mkent@egginternational.com](mailto:Mkent@egginternational.com) and  
[Jennifer@egginternational.com](mailto:Jennifer@egginternational.com)

All emails must be copied to: [racock@lyonsdavidson.co.uk](mailto:racock@lyonsdavidson.co.uk) and  
[ltwiselton@lyonsdavidson.co.uk](mailto:ltwiselton@lyonsdavidson.co.uk)

All notices must be copied to: Roger Acock/Laurence Twiselton  
Lyons Davidson Limited  
43 Queen Square  
Bristol BS1 4QP

**Remaining Party:**

For the attention of: Michael Kent

Address: Le Memmo, 4 Avenues des Guelfes, Monaco,  
MC 98000

Email: [Mkent@egginternational.com](mailto:Mkent@egginternational.com) and  
[Jennifer@egginternational.com](mailto:Jennifer@egginternational.com)

All emails must be copied to: [racock@lyonsdavidson.co.uk](mailto:racock@lyonsdavidson.co.uk) and  
[ltwiselton@lyonsdavidson.co.uk](mailto:ltwiselton@lyonsdavidson.co.uk)

All notices must be copied to: Roger Acock/Laurence Twiselton  
Lyons Davidson Limited  
43 Queen Square  
Bristol BS1 4QP

**Outgoing Party:**

For the attention of: Michael Kent

Address: Le Memmo, 4 Avenues des Guelfes, Monaco,  
MC 98000

Email: [Mkent@egginternational.com](mailto:Mkent@egginternational.com) and  
[Jennifer@egginternational.com](mailto:Jennifer@egginternational.com)

All emails must be copied to: [racock@lyonsdavidson.co.uk](mailto:racock@lyonsdavidson.co.uk) and  
[ltwiselton@lyonsdavidson.co.uk](mailto:ltwiselton@lyonsdavidson.co.uk)

All notices must be copied to: Roger Acock/Laurence Twiselton  
Lyons Davidson Limited  
43 Queen Square  
Bristol BS1 4QP

or, in each case, such other address or contact as a party may notify to the others in accordance with this clause 4 Notice of any change shall be effective five Business Days after the date on which it is deemed to have been served or delivered in accordance with this clause 4, or such later date as may be specified in the Notice.

**4.5 Deemed service or delivery**

Any Notice which has been served or delivered in accordance with clause 4.3 shall be deemed to have been served or delivered:

- a) when served or delivered personally, or by hand or by courier, at the time of such service or delivery at the relevant address;

b) when sent by email, at the time the email is sent,

provided that if, under clauses 4.5 a) and b), any Notice would be deemed to have been served or delivered after 5.00 pm on a Business Day and before 9.00 am on the next Business Day, such Notice shall be deemed to have been served or delivered at 9.00 am on the second of such Business Days.

**4.6 Proof of service or delivery**

In proving service or delivery of a Notice, it shall be sufficient to prove:

- a) that the envelope containing the Notice was properly addressed and that service or delivery personally, by hand or by courier was made to such person at such address; and
- b) in the case of email, that the email was properly addressed and sent to the email address of the Recipient for the purposes of clause 4.3.

**4.7 Service of process**

Clause 4 shall not apply to the service of process in any legal action or proceedings relating to any dispute with this Deed.

**5. GOVERNING LAW**


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


**6. JURISDICTION**

The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation (including non-contractual disputes or claims).

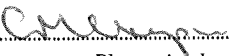
**AS WITNESS** the hands of the Parties the day and year first above-written


**EXECUTED and DELIVERED** as a Deed of )  
**POLZEATH SURF LIMITED** )  
acting by CHRISTINE CHAPMAN )  
a director in the presence of: )

x..........x  
Please sign here

W Signature.....  
I Full Name (Blocks).....FREYA STILL.....  
T Address.....43 QUEEN SQUARE.....  
N.....BRISTOL.....  
E.....BS1 4QJ.....  
S.....  
S Occupation.....TRAINEE SOLICITOR.....

**EXECUTED and DELIVERED** as a Deed of )  
**FOREST VALE LIMITED** )  
acting by CHRISTINE CHAPMAN )  
a director in the presence of: )

x..........x  
Please sign here

W Signature.....  
I Full Name (Blocks).....FREYA STILL.....  
T Address.....43 QUEEN SQUARE.....  
N.....BRISTOL.....  
E.....BS1 4QJ.....  
S.....  
S Occupation.....TRAINEE SOLICITOR.....

**EXECUTED and DELIVERED** as a Deed of )  
**NOBLE FOODS INC** )  
acting by John Patey )  
a director in the presence of: )

*[Signature]*  
x.....x  
*Please sign here*

W Signature *[Signature]*  
I Full Name (Blocks) FREYA STILL  
T Address 43 QUEEN SQUARE  
N BRISTOL  
E BS1 4HP  
S  
S Occupation TRAINING SOLICITOR