

Handwritten marks on the left margin, including a large bracket and the text "8/10/77" and "8/11/77".

4 B.9.

PRESENTED  
20 MAY 1977  
No 101709

T H I S A G R E E M E N T is made the Twenty-ninth  
September One thousand nine hundred and  
B E T W E E N

I BRITISH-AMERICAN TOBACCO COMPANY LIMITED ("B.A.T")  
and  
II B.A.T (U.K. AND EXPORT) LIMITED ("the Purchaser")  
whose registered offices are both at 7 Millbank London SW1

In this agreement the following expressions shall  
have the following meanings:

The Closing Date 30th September 1976  
The Undertaking B.A.T's manufacturing and  
selling undertaking as  
operated by its International  
Exports Division on the  
Closing Date

NOW IT IS HEREBY A G R E E D as follows:

- 1. B.A.T shall sell and the Purchaser shall purchase  
the Undertaking as a going concern on 1st October  
1976 including:
  - 1.1 the freehold and leasehold properties of  
B.A.T set out in the Schedule 1 subject to  
and with the benefit of all leases and  
tenancies applicable thereto as specified  
in the Schedule 2
  - 1.2 the fixed plant and machinery and other  
fixtures in and on such properties
  - 1.3 all movable plant and machinery stock-in-  
trade motor vehicles tools utensils and  
equipment relating to and used in the  
Undertaking

501580978

- 1.4 the benefit (subject where necessary to the consent of other parties) of all subsisting contracts engagements licences and orders and work in progress and of all policies of insurance and assurance in connection with the Undertaking
  - 1.5 debts due to B.A.T in connection with the Undertaking
  - 1.6 all other property and assets of whatsoever nature including cash which relate to or are used in connection with the Undertaking
2. AS part of the consideration for the sale and purchase the Purchaser will pay satisfy and discharge all the debts liabilities and obligations of B.A.T relating to the Undertaking and outstanding at close of business on the Closing Date and at all times to keep B.A.T indemnified against such debts liabilities and obligations and all actions proceedings costs damages claims and demands in respect thereof
  3. THE residue of the consideration for the sale and purchase shall be a sum equivalent to the value appearing in the books of B.A.T at close of business on the Closing Date of the property and assets hereby agreed to be sold less the liabilities which the Purchaser undertakes in Clause 2 to pay satisfy and discharge and such consideration shall be paid and satisfied in cash to B.A.T not more than twenty-eight days after the amount of the residue of the consideration has been ascertained

501580979



SCHEDULE 1

Freehold

Premises at	Seaview Road, Bootle, Lancs.
Factory premises at	Regents Park Road, Southampton as set out in a plan attached hereto identifying the factory land and edged red thereon which plan is initialled by the parties at the date hereof together with all those easements which are necessary to the reasonable enjoyment of the said factory land and which have been and are at the time of the grant used by B.A.T on the part retained for the benefit of the said factory land hereby agreed to be sold
Factory premises at	Commercial Road, Liverpool

Leasehold

Warehouse at	Hawthorne Road, Litherland, Liverpool
Warehouse at	Globe Road, Bootle, Lancs.
Dwellinghouse at	9 Orrell Lane, Bootle
Rooms 118 and 118G	Building 521 Cargo Terminal, Heathrow Airport

SCHEDULE 2

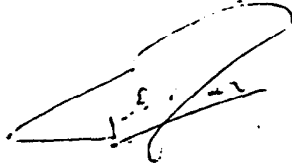
Factory premises at	Commercial Road, Liverpool (Subject to a Lease of Bee Mills
---------------------	--

501580981

to William Noble & Co. Ltd. for  
a term of 5 years from 4th June 1974  
at a rent of £4,500 p.a. and also  
subject to the tenancy of Mr. Thomas  
at Bee Mills House)

AS WITNESS the hands of the parties hereto the day and  
and year first before written

SIGNED on behalf of BRITISH- )  
AMERICAN TOBACCO COMPANY )  
LIMITED by: )

A handwritten signature in dark ink, appearing to be 'J. F. ...', written over a horizontal line.

501580982