

**DATED**

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**DEED OF ASSIGNMENT OF PROMISSORY CONTRACT**

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**THIS DEED** is dated the            day of            2010

## PARTIES

- (1) SHIRE CONSULTING LIMITED Incorporated And registered in England and Wales with company number 02424982 whose registered office is at The Chapel Barnsley Hall Road Bromsgrove Worcestershire B61 0SZ (**Assignor**).
- (2) RONALD WILLIAM DAVID MACE, KAY MICHELLE MACE, RICHARD YATES HARTSHORNE, MARGARET ANN HARTSHORNE, SIMON CROOK, SARAH ANN CROOK all c/o The Chapel, Barnsley Hall Road, Bromsgrove, Worcester, B61 0SZ and all acting as trustees of SHIRE CONSULTANTS PENSION SCHEME (**Assignee**).

## BACKGROUND

- (A) The Assignor is party to a promissory contract with ALDEAMENTO TOURISTICO ALGODOEIRO S.A (head office at Senhora Das Dores Island of Sal registered under nr 1090/06/02/10 with the commercial section of the Registry of Sal, NIF 252313836) for the sale of land shown on the plan annexed to this Deed of Assignment known as Paradise Beach at Integral Touristic Development Area of Mudeira and Algodoeiro in Cape Verde dated 14 November 2007 (hereinafter referred to as the “Contract”).
- (B) The Assignor has agreed to assign the Contract to the Assignee.

## AGREED TERMS

## 1. ASSIGNMENT

- 1.1 The Assignor assigns all its rights, title, interest, and benefit in and to the Contract to the Assignee.
- 1.2 The Assignee agrees to perform all the Assignor's obligations under the Contract from the date of this deed.

## 2. INDEMNITY

- 2.1 The Assignee shall indemnify the Assignor against any losses, damages or costs the Assignor suffers or incurs under or in connection with the Contract after the date of this deed as a result of the Assignee's failure to perform or satisfy the obligations it assumes under this deed, except to the extent that such losses, damages or costs arise as a result of the Assignor's failure to perform or satisfy its obligations under the Contract before that date.
- 2.2 The Assignee shall provide all reasonable assistance to enable the Assignor to resist any claim, action or proceedings brought against the Assignor under or in connection with the Contract after the date of this deed.

**3. FURTHER ASSURANCE**

Each party shall do, or procure the doing of, all acts and things, and execute, or procure the execution of, all documents, as may reasonably be required to give full effect to this deed.

**4. LIMITATION**

THE liability of the Assignee under this lease is limited to the net amount of the assets under their control in their capacity as trustees of SHIRE CONSULTANTS PENSION SCHEME

**5. GOVERNING LAW AND JURISDICTION**

- 5.1 This deed 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 English law.
- 5.2 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 deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by SHIRE  
CONSULTING LIMITED acting by  
....., a director and  
....., [a  
director **OR** its secretary]

.....  
[SIGNATURE OF FIRST  
DIRECTOR]  
Director  
.....  
[SIGNATURE OF SECOND  
DIRECTOR OR SECRETARY]  
[Director **OR** Secretary]

Executed as a deed by SIMON  
CROOK  
in the presence of:

.....  
[SIGNATURE OF ASSIGNEE]

.....  
[SIGNATURE OF WITNESS]  
NAME:  
ADDRESS:  
OCCUPATION OF WITNESS:

Executed as a deed by SARAH ANN  
CROOK  
in the presence of:

.....  
[SIGNATURE OF ASSIGNEE]

.....  
[SIGNATURE OF WITNESS]  
NAME:  
ADDRESS:  
OCCUPATION OF WITNESS:

Executed as a deed by RONALD  
WILLIAM DAVID MACE  
in the presence of:

.....  
[SIGNATURE OF ASSIGNEE]

.....  
[SIGNATURE OF WITNESS]  
NAME:  
ADDRESS:  
OCCUPATION OF WITNESS:

Executed as a deed by RICHARD  
YATES HARTSHORNE  
in the presence of:

.....  
[SIGNATURE OF ASSIGNEE]

.....  
[SIGNATURE OF WITNESS]  
NAME:  
ADDRESS:  
OCCUPATION OF WITNESS:

Executed as a deed by KAY  
MICHELLE MACE  
in the presence of:

.....  
[SIGNATURE OF ASSIGNEE]

.....  
[SIGNATURE OF WITNESS]  
NAME:  
ADDRESS:  
OCCUPATION OF WITNESS:

Executed as a deed by MARGARET  
ANN HARTSHORNE

.....  
[SIGNATURE OF ASSIGNEE]

in the presence of:

.....

[SIGNATURE OF WITNESS]

NAME:

ADDRESS:

OCCUPATION OF WITNESS: