

DEED OF CONVEYANCE

This Deed of Conveyance (the "Deed") is effective as of 8th February 2002 (the "Effective Date").

BETWEEN: **EDWARD WHITING** (the "Grantor"), an individual located at:
54 WOOLGROVE ROAD, HITCHIN, HERTFORDSHIRE, ENGLAND, SG4 0AZ;

AND: **WHITING TIMMIS AND PARTNERS TRUST TRADING AS EDWARD WHITING TRADING AS WHITING TIMMIS AND PARTNERS** (the "Grantee"), a corporation organized and existing under the laws of the CAYMAN ISLANDS, with its head office located at:

JACK AND JILL BUILDING, 19 FORT STREET, GEORGE TOWN, GRAND CAYMAN, KY1-1110

RECITALS

WITNESSETH THAT:

WHEREAS, the Grantor is the owner of the real property described herein, located 54 WOOLGROVE ROAD, HITCHIN, HERTFORDSHIRE, ENGLAND, SG4 0AZ; and

WHEREAS, the Grantee provided to the Grantor(s) the money to purchase the real property described herein, at which time the Grantee could elect to require the Grantor to convey such land and the improvements thereon to the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. CONSIDERATION AND CONVEYANCE

In consideration of the sum of ONE DOLLAR (\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby REMISE, RELEASE and FOREVER QUITCLAIM, without warranty or representation, express or implied except as expressly stated herein, and excluding all warranties that might arise by common law unto the Grantee, its successors and assigns forever, all such right and title as the Grantor has or ought to have, in and to the real property described in Exhibit "A" and situated in 54 WOOLGROVE ROAD, HITCHIN, HERTFORDSHIRE, ENGLAND, SG4 0AZ.

2. CONDITIONS

- a) The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

- b) The Grantee and its successors and assigns hereby understand and agree that all costs associated with removing any restrictions of any kind whatsoever contained in this deed, whether necessitated by an environmental or other law or regulation, shall be the sole responsibility of Grantee, its successors and assigns, without any cost whatsoever to the Grantor(s).
- c) Grantor(s) agree to execute such other documents as **WHITING TIMMIS AND PARTNERS TRUST TRADING AS EDWARD WHITING TRADING AS WHITING TIMMIS & PARTNERS** may require enabling it to record the rights-of-way and easements above granted.
- d) This Deed of Conveyance shall be governed by and construed in accordance with the laws of the State of **ENGLAND & WALES AND/OR CAYMAN ISLANDS**.

IN WITNESS WHEREOF, the parties have executed this Deed of Conveyance on the date first above written.

GRANTOR

Authorized Signature

EDWARD WHITING

Print Name

GRANTEE

Authorized Signature

**WHITING TIMMIS AND PARTNERS TRUST
TRADING AS EDWARD WHITING TRADING
AS WHITING TIMMIS AND PARTNERS**

Print Name