

**Exhibit 2**

**Newco Transfer Agreement**

THE ATTACHED DOCUMENT REPRESENTS THE MOST CURRENT DRAFT OF THE NEWCO TRANSFER AGREEMENT AS OF THE DATE HEREOF AND REMAINS SUBJECT TO FURTHER NEGOTIATION AND REVISION BY THE PARTIES. THE DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING DOCUMENT AT ANY TIME PRIOR TO THE EFFECTIVE DATE.

Date: \_\_\_\_\_, 2008

**BUSINESS TRANSFER AGREEMENT**

**relating to**

**SEA CONTAINERS LTD**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

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## **BUSINESS TRANSFER AGREEMENT**

dated [●]

### **Parties:**

- (1) **Sea Containers Ltd**, an exempted company incorporated in Bermuda with registration number EC3631 having its registered office at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda ("**SCL**");
- (2) **SPC Holdings Ltd**, an exempted company incorporated in [jurisdiction] with registration number [38929] having its registered office at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda ("**SPC Holdings**");
- (3) **Sea Containers America, Inc.**, a corporation incorporated in the state of Delaware having its registered office at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, USA ("**SCAM**");
- (4) **SeaCo Finance Ltd**, an exempted company incorporated in Bermuda with registration number 42315 of Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda ("**SeaCo Finance**");
- (5) **SeaCo America, Inc.**, a corporation incorporated under laws of the state of Delaware, having its registered office at 1209 Orange Street, Wilmington, Delaware 19801, USA ("**SeaCo America**").

### **Background:**

- (A) On 15 October 2006 SCL and certain of its affiliates filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code 11 U.S.C. §§101-1532.
- (B) SPC Holdings and SCAM are subsidiaries of SCL. SeaCo America is a subsidiary of SeaCo Finance.
- (C) The Sellers have agreed to sell and the Buyers have agreed to buy certain assets of the Sellers under the terms and condition as set out in this Agreement.
- (D) On [date] the Bankruptcy Court, the Court with jurisdiction over SCL's chapter 11 case, confirmed, SCL's Plan authorising it, inter alia, to enter into this Agreement.
- (E) SCL has proposed the Scheme. Meetings of creditors to approve the Scheme have been convened [and held] pursuant to orders of the Supreme Court of Bermuda.
- (F) The Scheme authorises SCL to enter into this Agreement. Completion will take place after the Scheme becomes effective.

**Agreed terms:**

**1. INTERPRETATION**

**1.1 Definitions**

In this Agreement:

“**Agreement**” means this agreement.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware.

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks in London [Bermuda and New York] are open for general business.

“**Buyers**” means SeaCo Finance and SeaCo America.

“**Chassis**” means the [number] of wheeled trailers employed for the overland transportation of intermodal chassis, presently titled with the Bureau of Motor Vehicles in the state of Maine, USA owned by [SCAM]<sup>1</sup>, and identified by the vehicle identification numbers as further set out in Schedule 1.

“**Commercial Records**” means the buying, production, marketing, sales, accounting, personnel and other commercial records used by the Sellers in relation to the Transferred Assets.

“**Completion**” means completion of the sale and purchase of the Transferred Assets in accordance with Clause 4 (*Completion*).

“**Container Interests**” has the meaning given to it in the Plan.

“**Exit Facility**” has the meaning set out in the Plan.

“**GE SeaCo**” means GE SeaCo SRL, a company incorporated in Barbados with registration number [no.] having its registered office at [address].

“**GE SeaCo America**” means GE SeaCo America, LLC, a limited liability company formed under the laws of the state of Delaware, having its registered office at [address].

“**GE SeaCo America Units**” means 50% of the “LLC Units” (as defined in the Amended and Restated Operating Agreement of GE SeaCo America dated [●]) of GE SeaCo America registered in the name of SCAM.

“**GE SeaCo Quotas**” means 1,800 of the Class B quotas and 100,002 of the Class E quotas of GE SeaCo registered in the name of SCL.

“**Price**” means the amount paid by the Buyers to the Sellers for the Transferred Assets pursuant to this Agreement.

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<sup>1</sup> May be owned by another company on completion, in which case this company will also be transferred.

“**Plan**” means that SCL’s [second] amended joint plan of reorganisation pursuant to Chapter 11 of the United States Bankruptcy Code filed on [22 September 2008] as Docket No. [2193] in SCL’s bankruptcy case before the United States Bankruptcy Court for the district of Delaware, *in re Sea Containers Ltd., et al.*, case no. 06-11156(KJC).

“**QHL**” means Quota Holdings Limited, an exempted company incorporated in Bermuda, with registration number no. 11565 having its registered office at Canon’s Court, 22 Victoria Street, Hamilton HM12, Bermuda.

“**QHL Shares**” means 100% of the shares of QHL registered in the name of SCL.

“**Repatriation Note**” means the USD 50,000,000 Floating Rate [Secured] Loan Note 2013 issued by SCL to SeaCo Finance in a principal amount of US\$50 million dated [●].

“**Scheme**” means a scheme of arrangement of and proposed by SCL, entered into pursuant to the Companies Act 1981 and orders of the Supreme Court of Bermuda.

“**Sellers**” means SCL, SPC Holdings and SCAM.

“**Sellers’ Solicitors**” means Kirkland & Ellis International LLP of 30 St. Mary Axe, London EC3A 8AF.

“**SPC**” means Sea Containers SPC Limited, a company incorporated in Bermuda with registration number EC22746 having its registered address at Canon’s Court, 22 Victoria Street, Hamilton HM12, Bermuda.

“**SPC Shares**” means 100% of the “Preference Shares” (as defined in the Amended and Restated Bye-Laws of SPC dated 27 September 2006) of SPC registered in the name of SPC Holdings.

“**Transferred Assets**” means the assets referred to in Clause 2.1 (*Transferred Assets*) [includes Repatriation Note].

“**Transfer Time**” means the close of business on the date of this Agreement.

## 1.2 Construction

- (a) In this Agreement a reference to:
  - (i) a “claim” includes any claim, demand, action or proceeding of any kind, actual or contingent;
  - (ii) a “loss” includes any loss, damage, cost, charge or expense;
  - (iii) a “person” includes any person, firm, company, corporation, state or agency of a state and any association, trust or partnership (whether or not having separate legal personality);
  - (iv) “records” includes information held in any form, including paper, electronically stored data, magnetic media, film and microfilm;

- (v) “representatives” includes partners, agents, employees and any other person acting on behalf and with the authority of a party;
  - (vi) a time of day is London time;
  - (vii) the singular are to be construed to include references to the plural and vice versa; and
  - (viii) the word “including” shall be construed as being illustrative and shall not limit the generality of the previous words.
- (b) Words and phrases defined for the purposes of or in connection with any statutory provisions shall where the context so requires be construed as having the same meaning in this Agreement. References to statutory provisions are to those provisions as amended consolidated or re-enacted.
  - (c) References to this or the “Agreement” include its recitals and schedules. References to clauses, clauses, schedules or annexes are to clauses, clauses, schedules or annexes to this Agreement.
  - (d) The table of contents and headings in this Agreement are for convenience only and shall not affect its construction.

## **2. SALE & PURCHASE**

### **2.1 Transferred Assets**

Subject to the terms of this Agreement:

- (a) SCL shall sell and SeaCo Finance shall buy such right, title and interest as SCL has at the Transfer Time in:
  - (i) the GE SeaCo Quotas; and
  - (ii) the QHL Shares;
- (b) SPC Holdings shall sell and SeaCo Finance shall buy such right, title and interest as SPC Holdings has at the Transfer Time in the SPC Shares;
- (c) SCAM shall sell and SeaCo America shall buy such right, title and interest as SCAM has at the Transfer Time in:
  - (i) the GE SeaCo America Units; and
  - (ii) the Chassis;
- (d) SCL shall issue the Repatriation Note to SeaCo Finance;
- (e) [Container related IP]; and
- (f) SCL shall sell and SeaCo Finance shall buy such right, title and interest as SCL has at the Transfer Time in the assets listed in clauses (h) and (i) of the

definition of “Containers Interests” in the Plan to the extent not included in clauses 2.1(a) to 2.1(d) above.

## **2.2 Rights of Preemption**

- (a) SCL irrevocably waives any and all rights of preemption over the GE SeaCo Quotas and the QHL Shares conferred on it.
- (b) SPC Holdings irrevocably waives any and all rights of preemption over the SPC Shares conferred on it.
- (c) SCAM irrevocably waives any and all rights of preemption over the GEC SeaCo America Units conferred on it.

## **2.3 Excluded Assets**

This Agreement shall not transfer to the Buyers any interest in any asset or right of the Sellers, other than the Transferred Assets.

## **3. CONSIDERATION<sup>2</sup>**

### **3.1 Price**

The price to be paid by the Buyers to the Sellers for the Transferred Assets shall be the aggregate sum of:

- (a) USD [number] ([words]); and
- (b) [number] of ordinary USD [●] par shares of SeaCo Limited, an exempted company, incorporated in Bermuda with registration number 42314 having its registered office at Canon’s Court, 22 Victoria Street, Hamilton HM12, Bermuda;

apportioned as set out in Schedule 2 (*Apportionment*).

### **3.2 Time of payment**

The Price shall be paid in full on Completion.

### **3.3 Payment method**

**[To be determined in connection with Exit Facility]**

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<sup>2</sup> There are no immediate law tax implications because the companies have received an assurance from the Bermudian Ministry of Finance granting an exemption until 28 March 2016. Transfer taxes, stamp or documentary taxes also do not apply in connection with the execution, delivery, performance or enforcement of this agreement under Bermudian law but see clause 8.9.

### **3.4 No set-off**

All sums payable under this Agreement by the Buyers shall be paid without set-off, deduction or counterclaim, any right to which is waived by the Buyers.

## **4. COMPLETION**

### **4.1 Conditions Precedent<sup>3</sup>**

Completion shall be conditional upon:

- (a) [satisfaction of the conditions precedent under the Plan for the occurrence of the “Effective Date” (as defined in the Plan) save for the execution of the Business Transfer Agreement (as defined in the Plan);]
- (b) [Bermudian Monetary Authority consent to the transfer of the SPC shares and the QHL shares]; and
- (c) [others]

### **4.2 Time and place of Completion**

Completion of the sale and purchase of the Transferred Assets shall take place immediately after satisfaction or waiver of the conditions set out in Clause 4.1 at [the offices of the Sellers’ Solicitors], or at such other place as the SCL may direct.

### **4.3 Sellers’ obligations**

On Completion the Sellers shall:

- (a) hold all other Transferred Assets on trust for the Buyers absolutely pending assignment;
- (b) deliver to the Buyers the following executed documents<sup>4</sup>:
  - (i) [a deed releasing the secured Transferred Assets from all charges contained in the DIP security documents;]
  - (ii) [MLA Termination Agreement?;]
  - (iii) [AREMA?;]
  - (iv) [bills of sale in relation to the Chassis;]
  - (v) [Barbados law transfer documents in relation to GE SeaCo Quotas;]
  - (vi) [Bermudian law transfer documents in relation to QHL Shares];

<sup>3</sup> It would be prudent to set out whose obligations it is to satisfy each CP and/or who can waive them in order to get to Completion. Do we need to put in rules for the period between signing and Completion?

<sup>4</sup> Final list of Completion deliverables to be determined.

- (vii) [Bermudian law transfer documents in relation to SPC Shares];
- (viii) [Delaware law transfer documents in relation to GE SeaCo America Units;]
- (ix) [the Repatriation Note]; and
- (x) [for each company being sold need to include director resignations, auditor resignations, provision of corporate documents and board resolutions, etc. - all as required by local law].

#### **4.4 Buyers' obligations**

On Completion the Buyers shall:

- (a) make all payments due outlined under Clause 2.1 (*Consideration*);
- (b) execute all documents delivered by the Sellers which require execution by the Buyers including the documents referred to in Clause 4.3(b);
- (c) make such arrangements as it sees fit for collecting the Chassis and Containers.

#### **4.5 Compliance and requirements**

From Completion the Buyers shall do all things necessary to ensure compliance with all legal requirements as to possession, ownership or use of any of the Transferred Assets and for obtaining all the certificates, permits or such authorisations necessary.

#### **4.6 Passing of risk**

The Transferred Assets shall be at the sole risk of the Buyers from Completion, and the Buyers shall be responsible for their insurance from that time.

### **5. FURTHER ASSURANCE**

For [3] months following Completion the Sellers shall (at the Buyers' expense) execute and deliver such documents, and do such things, as may reasonably be required by the Buyers to vest in it the whole of the Sellers' title to the Transferred Assets. The terms of all such documents shall be no more onerous to the Sellers than this Agreement.

### **6. RECORDS**

#### **6.1 Sellers Books and records**

- (a) Other than the Commercial Records, all records of the Sellers shall remain the property of the Sellers.
- (b) For a period of [●] months from Completion (or such further time as set out in the Plan) the Sellers shall allow the Buyers and their representatives reasonable facilities during normal business hours and upon reasonable notice

to inspect and copy (at the Buyer's expense) any of the non-confidential and non-privileged records of the Sellers.

- (c) If the Sellers' records come into the possession of the Buyers, the Buyers shall:
  - (i) keep them in a good and safe condition insured for their full value;
  - (ii) give the relevant Sellers not less than one month's prior notice of any intended disposal or destruction of all or any of them;
  - (iii) make them available for inspection by the relevant Sellers or its representatives;
  - (iv) deliver them to the relevant Sellers on demand

## **6.2 Buyers' Books and Records**

For a period of [●] months from Completion the Buyers shall allow the Sellers and their representatives reasonable facilities during normal business hours and upon reasonable notice to inspect and copy (at the Sellers' expense) any of the non-confidential and non-privileged records of the Buyers relating to the period up to Completion.

## **6.3 Data Protection**

From Completion each of the Buyers shall do all things necessary to ensure that the transfer to it of any data forming part of the Transferred Assets or the Commercial Records is in all respects in compliance with any data protection rules and applicable laws. If such compliance requires the alteration of any registration, the giving of any notice or the obtaining of any consent (of a data subject or otherwise) by the Sellers, then the Sellers shall, at the Buyer's request and expense, use their reasonable endeavours to procure that such steps are taken.

## **7. EXCLUSIONS**

### **7.1 Exclusion of warranties**

[Other than as set out in the Repatriation Note], all representations, warranties, conditions, guarantees and stipulations, express or implied, statutory, customary or otherwise in respect of the Transferred Assets or any of the rights, title and interests transferred or agreed to be transferred pursuant to this Agreement are expressly excluded (including without limitation warranties and conditions as to title, quiet possession, merchantable quality, fitness for purpose and description). Except as expressly set out in this Agreement any lists contained in any schedule or annexe are for guidance only and are not exhaustive or complete lists of the items in question and shall not constitute any warranty in respect of the Sellers' ownership of the listed items or otherwise.

## **7.2 Condition of Transferred Assets**

The Transferred Assets are sold in their condition and locations at the Transfer Time and subject to all faults, liens, executions, distraints, encumbrances and claims of third parties; the expense of discharging which shall be met by the Buyers. Unless otherwise required by law (and then only to that extent) each of the Sellers shall not be liable for any loss or damage of any kind whatever, consequential or otherwise, arising out of, or due to, or caused by any defect or deficiencies in any of the Transferred Assets.

## **7.3 Buyers' acknowledgement**

Each of the Buyers agrees that the terms and conditions of this Agreement and the exclusions and limitations contained in it are fair and reasonable having regard to the following:

- (a) that this is a sale by a group of companies in circumstances where it is usual that no representations and warranties can be given by or on behalf of the Sellers;
- (b) that each of the Buyers has relied solely upon the opinions of itself and its professional advisors concerning the Transferred Assets; their quality, condition, description, fitness and/or suitability for any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination, and the use it intends or proposes to put them to;
- (c) that the Buyers have agreed to purchase the Transferred Assets "as seen" in their present state and condition for a consideration which takes into account the risk to the Buyers represented by the parties' belief that the said exclusions and limitations are or would be recognised by the Courts; and
- (d) that the Buyers, their representatives and advisers have been given every opportunity it or they may wish to have to examine and inspect all or any of the Transferred Assets and all relevant documents relating to them.

## **7.4 No rescission**

The Buyers acknowledge that if the Sellers do not have title or unencumbered title to any or all of the Transferred Assets, or if the Buyers cannot exercise any right conferred or purported to be conferred on them by this Agreement, this shall not be a ground or grounds for rescinding, avoiding or varying any or all of the provisions of this Agreement, or for any reduction or repayment of any part of the consideration.

## **8. GENERAL**

### **8.1 Variation**

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the parties to this Agreement.

## **8.2 Time of the Essence**

Time shall be of the essence of this Agreement both as regards any dates, times and periods mentioned and as regards any dates, times and periods that may be substituted for them in accordance with this Agreement, or by agreement in writing between the parties.

## **8.3 Invalidity**

If any term of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such term or part shall to that extent be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected.

## **8.4 Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

## **8.5 Entire Agreement**

This Agreement, and any documents referred to in it or delivered in connection with it at Completion, contain the entire understanding between the parties in relation to the matters dealt with in them, and this Agreement supersedes any previous arrangement between the parties in relation to those matters. The Buyers acknowledge and agree that they have not entered into this Agreement in reliance upon any representations, agreements, statements or replies to specific enquiries (whether oral or written) made or alleged to have been made by the Sellers or its or their representatives at any time.

## **8.6 Post**

After Completion the Buyers shall promptly deliver to the relevant Seller all correspondence received by them addressed to the Sellers.

## **8.7 Non-merger**

The provisions of this Agreement insofar as they have not been performed at or are capable of taking effect after Completion shall remain in full force and effect notwithstanding Completion and shall not merge on Completion.

## **8.8 Waivers**

No waiver by or on behalf of the Sellers or either of them of any requirement of or any rights under this Agreement shall release the Buyers from the full performance of its remaining obligations under this Agreement.

**8.9 Stamp duty and taxes [Buyer exempt from US transfer taxes under Bankruptcy Code and Plan. Not payable in Bermuda. TBC re Chassis]**

[Unless otherwise set out in this Agreement] [●] shall pay any stamp duties and taxes payable in respect of or as a result of this Agreement or any other document entered into or executed in connection with or pursuant to this Agreement.

**8.10 Communications**

(a) Form

Every communication under this Agreement shall be made by fax, or otherwise in writing. Each communication or document to be delivered to any party under this Agreement shall be sent to it at the fax number or address, and marked for the attention, if any, from time to time designated by it to each other party for the purpose of this Agreement. The initial fax number, address and marking (if any) so designated by each Sellers and the Buyers are set out in Schedule 3 (*Notice Details*).

(b) Deemed delivery

Any other communication to any Person shall be conclusively deemed to be received by that Person:

- (i) if sent by fax between 9 a.m. and 5 p.m. (local time in the place to which it is sent) on a working day in that place, when sent or, if sent by fax at any other time, at 9 a.m. (local time in the place to which it is sent) on the next working day in that place, provided that, in the case of a communication by fax, the Person sending the fax shall have received a transmission receipt; or
- (ii) in any other case, when left at the address required by this Clause or within five (5) Business Days after being put in the post (by airmail if to another country), postage prepaid and addressed to it at that address.

**8.11 Language**

All communications and documents shall be in English, or accompanied by a translation into English.

**9. GOVERNING LAW AND JURISDICTION**

**9.1 Governing law**

This Agreement shall be governed by and construed in accordance with the laws of Bermuda.

**9.2 Jurisdiction**

- (a) All parties irrevocably agree that the courts of Bermuda are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement (“**Proceedings**”) may be brought

in those courts and the Buyers irrevocably submit to the jurisdiction of those courts.

- (b) Nothing in this Clause shall limit the right of the Sellers to take Proceedings against the Buyers in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the Sellers from taking Proceedings in any other jurisdiction, whether concurrently or not.
- (c) The Buyers irrevocably waive any objection which they may at any time have to the laying of any Proceedings in any court referred to in this Clause and any claim that any such Proceedings have been brought in an inconvenient forum. Each party irrevocably waives all right to trial by jury in any Proceedings.

**9.3 Service of process**

- (a) SeaCo America irrevocably appoints [●] [and its successors] (now of [●] Hamilton) to receive, for it and on its behalf, service of process in any Proceedings in Bermuda. Such service shall be deemed completed on delivery to the relevant process agent (whether or not it is forwarded to and received by the Buyers). If for any reason a process agent ceases to be able to act as such or no longer has an address in Bermuda, the Buyers irrevocably agree to appoint a substitute process agent acceptable to SCL, and to deliver to the Sellers a copy of the new agent's acceptance of that appointment, within 30 days.
- (b) The Buyers irrevocably consent to any process in any Proceedings anywhere being served by mailing a copy by post to it in accordance with Clause 8.10 (*Communications*). Such service shall become effective 30 days after mailing.
- (c) Nothing shall affect the right of any party to serve proceedings in any other manner permitted by law.

**This Agreement has been entered into on the date signed stated at the beginning of it.**

SIGNED on behalf of [●]:

.....  
Signatory name:  
Address:  
Position:

in the presence of:

.....  
Witness name:  
Address:  
Occupation:

SIGNED on behalf of the Buyers:

.....  
Signatory name:  
Address:  
Position:

in the presence of:

.....  
Witness name:  
Address:  
Occupation:

**SCHEDULE 1**

**Clause 1.1**

**Chassis**

The Sellers

The Buyers

**SCHEDULE 2**

**Clause 3**

**Apportionment**

<b>Asset</b>	<b>Price Payable</b>
<b>TOTAL</b>	

**SCHEDULE 3**

**Clause 8.10**

**Notice details**