

**INFORMATION AND DISCLOSURE STATEMENT
PURSUANT TO RULE
15C2-11 (a)(5)**

JUNE 30, 2005

ALL INFORMATION FURNISHED HEREIN HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OBTAINED FROM ST JAMES CAPITAL HOLDINGS, INC. IN ACCORDANCE WITH RULE 15c2-1 I (a)(5) PROMULGATED UNDER THE SECURITIES AND EXCHANGE ACT OF 1934, AS AMENDED, AND IS INTENDED ONLY AS INFORMATION TO BE USED BY SECURITIES BROKER DEALERS. NO DEALER, SALESMAN OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS NOT CONTAINED HEREIN IN CONNECTION WITH THE COMPANY. ANY REPRESENTATIONS NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN MADE OR AUTHORIZED BY THE COMPANY.

The undersigned hereby certifies that the information herein is true and correct to the best of my knowledge and belief:

June 30, 2005
By: Stephen C. Lumb
PRESIDENT
St James Capital Holdings, Inc.

COPIES OF THIS INFORMATION AND DISCLOSURE STATEMENT ARE AVAILABLE FROM THE COMPANY UPON REQUEST.

ST JAMES CAPITAL HOLDINGS, INC.

**INFORMATION STATEMENT
PURSUANT TO RULE 15C2-11 OF THE
SECURITIES EXCHANGE ACT OF 1934**

Information required to conform with the provisions of Subparagraph (a)(4) of Rule 15c2-11 promulgated by the Securities and Exchange Commission under the Securities Act of 1934.

Item (i). The Exact name of the Company and its Predecessor (if any):
ST JAMES CAPITAL HOLDINGS, INC.

Item (ii). The Address of its Principal Executive Offices:
39th Floor, 245 Park Avenue, New York, NY 10167.
Tel : (212) 672-1878
Fax : (212) 792-4001

Item (iii): The State of Incorporation:
Nevada, September 10, 2002.

Item (iv): The exact Title and Class of the Security:
CUSIP # 790006 10 0
The company has one (1) class of equities authorized.
Common Stock. 2,000,000,000 authorized with a par value of \$0.0001
Symbol : SJCH

Item (v): The Par value of the Security:
Common Stock, a par value of \$0.0001

Item (vi): The Number of Shares of Total Amount of the Securities Outstanding as of December 31, 2004 Year End and a list of Securities Offerings in the past two years:

Authorized 2,000,000,000 common shares
Outstanding 150,229,583 common shares
Freely Trading common shares 43,014,285
The company has approximately 38 shareholders

Number of Shares of Total Amount of the Securities Outstanding as of April 30, 2005.

Authorized 2,000,000,000 common shares

Outstanding 150,229,583 common shares

Freely Trading common shares : 43,014,285

The company has approximately 38 shareholders

The Company has completed a Regulation D, Rule 504 private placement on October 12, 2004 for 40,000,000 shares of common stock.

No shares of stock of the Company have been issued for services.

Item (vii): Name and Address of the Transfer Agent

First American Stock Transfer 706 East Bell Road, Suite 202

Phoenix, AZ 85022

Telephone: (602) 485-1346

Item (viii): The Nature of the Company's Business

The Company acquired the St James Resource Management Limited Group of Companies ("St James") on April 30, 2005. St James is a wholly owned group of 34 companies primarily incorporated in the United Kingdom and with certain subsidiary companies in the United States. The group of companies is primarily engaged in the service industry advising corporate clients on investor relations matters, mergers and acquisitions, corporate structuring and financial and accounting consulting. In addition, the group also owns a portfolio of development properties in the United States. For a complete list of subsidiaries, please see Item (viii) (B) (3).

A Business Development:

1. Nevada Corporation

2. September 10, 2002.

3. December 31.

4. No.

5. The Company acquired the St James Resource Management Limited Group of Companies ("St James") on April 30, 2005. St James is a wholly owned group of 34 companies primarily incorporated in the United Kingdom and with certain subsidiary companies in the United States. The acquisition agreement is attached hereto as Exhibit A.

6. No.

7. The Company acquired the St James Resource Management Limited Group of Companies ("St James") on April 30, 2005. St James is a wholly owned group of 34 companies primarily incorporated in the United Kingdom and with certain subsidiary

companies in the United States. The acquisition agreement is attached hereto as Exhibit A. The consummation of the transactions contemplated by the acquisition agreement resulted in the issuance of 100,000,000 shares of common stock of the company (70% of the issued and outstanding shares of common stock of the company). Thus a change of control.

8. Yes, Regulation D, Rule 504 offering completed October 12, 2004 and the acquisition of the St James Resource Management Limited Group of Companies on April 30, 2005.

9. On April 30, 2005, the Company acquired St. James Resource Management Limited, a company formed pursuant to the laws of England and Wales. St. James wholly owns 34 subsidiaries primarily engaged in the services industry. Pursuant to the acquisition agreement, the company issued 100,000,000 shares of its common stock (70% of the issued and outstanding shares of common stock of the company) in consideration for the purchase of all of the issued and outstanding ordinary shares of St. James Resource Management Limited. The acquisition agreement is attached hereto as Exhibit A.

10. No.

11. None.

B Business of Company:

The Company acquired the St James Resource Management Limited Group of Companies ("St James") on April 30, 2005. St James is a wholly owned group of 34 companies primarily incorporated in the United Kingdom and with certain subsidiary companies in the United States. The group of companies is primarily engaged in the service industry advising corporate clients on investor relations matters, mergers and acquisitions, corporate structuring and financial and accounting consulting. In addition, the group also owns a portfolio of development properties in the United States. For a complete list of subsidiaries, please see Item (viii) (B) (3).

1. The company's SIC code is 8742
2. The company is currently operational.
3. The Company owns 100% of St James Resource Management Limited, representing 44,090,782 Ordinary Shares of £1 each, being incorporated in the United Kingdom under registration number 004400816

St James Resource Management Limited owns 100% of the Issued Share Capital of the below-mentioned companies incorporated in England and Wales. (Active – Corporate Finance)

St James Finance Group No.5 Limited : Registration Number 03985355

- 50,000 – Redeemable Preference Shares of £1 each.

- 260,000,000 – Ordinary Shares of 1p each.

Helium Strategic Investors Limited : Registration Number 03967201

- 2,050,000 – Ordinary Shares of £1 each (Active – Corporate Finance)
- St James Finance Group No.6 plc : Registration Number 04321300
- 200,000,002 – Ordinary Shares of 1p each. (Dormant – Investment Holding)
- WWW Strategic Investment Strategy Limited : Registration Number 03683090
- 2,340,001 – Ordinary Shares of £1 each. (Active – Corporate Finance)
- Specialday Financial Solutions Limited : Registration Number 03954762
- 2,240,101 – Ordinary Shares of £1 each. (Active – Structured Finance)
- St James Finance Group No.1 Limited : Registration Number 05269042
- 3,001,000 – Ordinary Shares of £1 each. (Active – Structured Finance)
- St James Finance Group No.3 Limited : Registration Number 05269113
- 3,001,000 – Ordinary Shares of £1 each. (Active – Structured Finance)
- St James Finance Group No.2 Limited : Registration Number 05269111
- 3,001,000 – Ordinary Shares of £1 each. (Active – Structured Finance)
- Oxygen Strategic Investors Limited : Registration Number 03839477
- 2,423,000 – Ordinary Shares of £1 each. (Active – Corporate Consulting)
- St James Finance Group No.4 Limited : Registration Number 04006572
- 2,355,200 – Ordinary Shares of £1 each. (Active – Corporate Consulting & Finance)
- St James Finance Group No.7 Limited : Registration Number 03839471
- 6,000,100 – Ordinary Shares of £1 each. (Active – Structured Finance)
- St James Resource (Property 1) Limited : Registration Number 05284233
- 169,540 - Ordinary Shares of £1 each. (Passive – Investment)
- St James Resource (Property 2) Limited : Registration Number 05095660
- 156,290 – Ordinary Shares of £1 each. (Passive – Investment)
- St James Resource (Property 3) Limited : Registration Number 05094806
- 245,330 – Ordinary Shares of £1 each. (Passive – Investment)
- St James Resource (Property 4) Limited : Registration Number 05094807
- 385,250 – Ordinary Shares of £1 each. (Passive – Investment)
- St James Resource (Property 5) Limited : Registration Number 05094828

- 326,420 – Ordinary Shares of £1 each. (Passive – Investment)

St James Resource (Property 6) Limited : Registration Number 05081752

- 207,700 – Ordinary Shares of £1 each. (Passive – Investment)

St James Resource (Property 7) Limited : Registration Number 05111189

- 417,050 – Ordinary Shares of £1 each. (Passive – Investment)

St James Resource (Property 8) Limited : Registration Number 05111256

- 309,460 – Ordinary Shares of £1 each. (Passive – Investment)

St James Resource (Property 9) Limited : Registration Number 05111250

- 504,500 – Ordinary Shares of £1 each. (Passive – Investment)

St James Resource (Property 10) Limited : Registration Number 05261355

- 419,700 – Ordinary Shares of £1 each. (Passive – Investment)

St James Resource (Property 11) Limited : Registration Number 05111326

- 451,500 – Ordinary Shares of £1 each. (Passive – Investment)

St James Resource (Property 12) Limited : Registration Number 05261228

- 332,250 – Ordinary Shares of £1 each. (Passive – Investment)

St James Resource (Property 13) Limited : Registration Number 05261503

- 203,990 – Ordinary Shares of £1 each. (Passive – Investment)

It is recorded that St James Resource Management Limited indirectly owns 100% of the outstanding shares of Common Stock of the below-mentioned companies incorporated in the State of Delaware, each of these companies having an amount of 1,000 shares of Common Stock outstanding :-

- California City Properties, LLC.
- Lincoln Boulevard, LLC.
- Mount Blanca Estates, LLC.
- Mountain View (Missouri), LLC.
- Ozarks Woods, LLC.
- Quitman Mountains, LLC.
- Sierra Blanca, LLC.
- Sprague River Oregon, LLC.
- Sun Valley Real Estate, LLC.
- Tierra Verde, LLC.
- Valley Ranches, LLC.
- Hayes Creek Real Estate, LLC.
- Stelan Holdings, Inc.

Each of the above-mentioned companies are passive and hold development Real Estate assets.

4. The company does not anticipate any adverse effect from existing or probable government regulations of its business.
5. No research and development cost to date.
6. See #4 above.
7. The company currently has 9 full time employees.

C Investment Policies

1. The company owns certain development real estate through various of its subsidiary companies acquired through the acquisition of St James Resource Management Limited. The company intends to dispose of these “non core” Real Estate assets and does not intend to acquire any additional Real Estate assets. The existing Real Estate assets are not mortgaged.
2. The company has not investment in mortgages.
3. The company has no investment in persons primarily engaged in real estate activity.

Item (ix): The Nature of the Products or Services Offered:

1. The Company is a holding Company with its subsidiaries engaged primarily in the business of Corporate and Structured Finance transactions.
2. Not Applicable.
3. Not Applicable.
4. The company’s subsidiaries operate within a vast marketplace and it has no specific dominant competitors and has a steady stream of new and repeat business from a large number of sources developed over a number of years.
5. Not Applicable.
6. The Company’s subsidiaries are not dependant upon any single customers and ensure that no single client makes up for than 5% of the Company’s business, assets and income.
7. Not Applicable.
8. Not Applicable.

Item (x): The Nature and Extent of the Company’s Facilities:

The Company utilises very limited office space in London, United Kingdom which is shared with other unrelated parties. The Company’s subsidiaries contribute approximately US\$2,500 per month in total for all of its office rental requirements. There is no fixed Lease Agreement nor any term of lease.

1. Not Applicable.
2. Not Applicable.
3. Not Applicable.
4. Not Applicable.
5. Not Applicable.

- 6. Not Applicable.
- 7. Not Applicable.

Item (xi): The names of Chief Executive Officers and Members of the Board of Directors:

Stephen C. Lumb.

Mr. Stephen C Lumb (38) - President of the Board of Directors is a specialist in Corporate and Structured Finance who is primarily focused on the Equity Markets with a background in Accounting and Law. He has been involved with the funding, admission to market and restructurings of over sixty publicly quoted companies in South Africa, United Kingdom and in the USA. Stephen Lumb is at this time based in the United Kingdom and serves as the Chairman of UK based, Hanover Capital Group plc and is the Chief Executive Officer of the James Resource Management Limited Group of Companies. Stephen Lumb holds in excess of fifty directorships of primarily finance and property companies in Gibraltar, Belize, Hong Kong, Bermudan, South Africa, United Kingdom and in the USA. Stephen Lumb is a specialist in the funding of and admission to publicly traded markets of microcap companies (market capitalization of less than US\$400 million) and encompassing very diverse Industry Sectors, primarily in the USA.

- 1 - The above named individual has no criminal convictions and is not involved in any criminal proceedings.
- 2 - The above named individual is not subject to any restrictions that would preclude him from participating in any business, securities, commodities, or banking activities.
- 3 .- The above named individual is not in violation of any federal or state securities or commodities laws.
- 4 .- The above named individual is not subject to any suspensions, which prohibits his involvement in any type of business or securities activity.

Shareholders holding more than 5% of any class common shares.

Sloane Holdings Limited - 77,030,000
Gulf of Ancud Limited - 13,610,000
Allegheny Mountains Limited - 9,360,000

The President of the Company, Stephen C Lumb, is a Director of each of these Companies. These companies are wholly owned by The Persian Trading Trust of which the President of the Company, Stephen C Lumb is a Trustee. The sole beneficiary of The Persian Trading Trust is Alan Santini.

Item (xii): The Company's most Recent Balance Sheet, Statement of Operations and Statement of Cash Flows:

Financial Principal's Letter Regarding Financial Statements

The financial information in this report is unaudited; and is based upon present knowledge and belief and is believed to be correct and in accordance with generally accepted accounting principles.

The Issuer has duly caused this report to be signed on its behalf by the undersigned, duly authorized, on this 5th day of July 2005.

**/s/ Stephen C Lumb
President & Financial Principal
St James Capital Holdings, Inc.**

**ST JAMES CAPITAL HOLDINGS, INC.
BALANCE SHEET AT APRIL 30, 2005**

**April, 30
2005**

ASSETS

Current Assets

Debtors	638,768
Stock	11,765,110
Loans	156,620
Cash at Bank	<u>1,945,450</u>

Total Current Assets **14,505,948**

Fixed Assets

Intangible Assets	7,861,251
Tangible Assets	<u>66,914,225</u>

Total Fixed Assets **74,775,746**

TOTAL ASSETS **89,281,694**

LIABILITIES & EQUITY

Liabilities

Current Liabilities	<u>61,120</u>
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Total Current Liabilities **61,120**

Equity

Called Up Share Capital	17,735
Share Premium	89,936,776
Accumulated Deficit	(672,817)

TOTAL LIABILITIES & EQUITY **89,281,694**

ST JAMES CAPITAL HOLDINGS, INC.
PROFIT AND LOSS STATEMENT
For the four months ended April, 30, 2005

April 30
2005

Income

Expenses :-

Corporate Finance charges	82,200
CUSIP Charges	128
Legal Fees	11,500
Transfer Agent	1,290
Web Site Design	1,900
Web Hosting	<u>480</u>
Total Expenses	<u>97,498</u>
Net Loss	(97,498)

ST JAMES CAPITAL HOLDINGS, INC.
STATEMENT OF CASH FLOWS
For the period January 1, 2004 to April 30, 2005

CASH FLOWS FROM FINANCING ACTIVITIES :

Net Loss for the period	(672,817)
Adjustments to reconcile net loss to net cash	<u>2,618,267</u>
Issue of initial equity	3,014
Regulation D, Rule 404 Private Placement	1,000,000
Acquisition of St James Resource Management Limited	<u>1,615,253</u>
Net Increase in Cash	1,945,450
Cash at January 1, 2003	0
Cash and cash equivalents at April 30, 2005	<u>1,945,450</u>

ST JAMES CAPITAL HOLDINGS, INC.

Notes to the Financial Statements

For the Period ending April 30, 2005

1. Description of Business

The Company acquired the St James Resource Management Limited Group of Companies ("St James") on April 30, 2005. St James is a wholly owned group of 34 companies primarily incorporated in the United Kingdom and with certain subsidiary companies in the United States. The group of companies is primarily engaged in the service industry advising corporate clients on investor relations matters, mergers and acquisitions, corporate structuring and financial and accounting consulting. In addition, the group also owns a portfolio of development properties in the United States.

2. Summary of Significant Accounting Policies

2.1 Cash and Cash Equivalents

For the purposes of the statement of cash flows, the Company included cash on deposit, money market funds, and amounts held by brokers in cash accounts to be cash equivalents.

2.2 Consolidation

The Balance Sheet at April 30, 2005 is a consolidation of the acquisition of the St James Resource Management Limited Group of Companies acquired on that date.

2.3 Debtors

These are trade debtors in the normal course of business.

2.4 Stock

This reflects quoted equities held by the Company as trading stock and these are valued at the lower of cost or net realisable value.

2.5 Loans

This reflects various short term unsecured loans which are interest free, unsecured and have no fixed term of repayment.

ST JAMES CAPITAL HOLDINGS, INC.

Notes to the Financial Statements

For the Period ending April 30, 2005

2.6 Intangible Assets

Comprises of Real Estate Development Properties valued at cost.

2.7 Tangible Assets

Comprises of quoted and unquoted equity instruments that are held on a fairly long term basis.

2.8 Current Liabilities

Creditors payable within this financial year.

3. Stockholders' Equity

The Company has authorized 2,000,000,000 shares of Common Stock with a Par Value of US\$0.0001. On October 12, 2004 the Company completed a Regulation D, Rule 504 Private Placement for 40,000,000 shares of freely traded common stock. On April 30, 2005 the Company acquired the St James Resource Management Limited Group of Companies for 100,000,000 shares of restricted common stock.

Item (xiii): Similar Financial Information For Such Part of The Two Preceding Fiscal Years As That Company Or Its Predecessor as Been In Existence:

**ST JAMES CAPITAL HOLDINGS, INC.
BALANCE SHEET AT DECEMBER 31, 2004**

	December, 30 2004	December, 30 2003
ASSETS		
Current Assets		
Cash at Bank	415,305	2,900
Total Current Assets	415,305	<u>2,900</u>
TOTAL ASSETS	<u>415,305</u>	<u>2,900</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities	12,390	6,899
Total Current Liabilities	12,390	6,899
Equity		
Called Up Share Capital	7,014	3,014
Share Premium	996,000	0
Accumulated Deficit	(575,319)	(7,013)
Total Equity	<u>427,695</u>	<u>(3,999)</u>
TOTAL LIABILITIES & EQUITY	<u>415,305</u>	<u>2,900</u>

ST JAMES CAPITAL HOLDINGS, INC.
PROFIT AND LOSS STATEMENT
For the year ended December 31, 2004

	December, 31 2004	December, 31 2003
Income	0	0
Expenses :-		
Administration charges	0	6,407
Advisory Fees	125,000	0
Audit & Accounting Fees	5,000	0
Commission – Fund Raising	100,000	0
Consulting Fees	320,000	0
Corporate Finance charges	0	0
CUSIP Charges	139	124
Legal Fees	14,511	0
Transfer Agent	1,226	482
Web Site Design	1,910	0
Web Hosting	<u>520</u>	<u>0</u>
Total Expenses	<u>568,306</u>	<u>7,013</u>
Net Loss	<u>(568,306)</u>	<u>(7,013)</u>

Item (xiv): Is the Broker/Dealer or Associated Persons Affiliated Directly or Indirectly with the Company:

Management of the Company is not aware of any Broker/Dealer or associated persons or entities that are affiliated, either directly or indirectly, with the Company.

Item (xv): Is the Quotation Being Published/Submitted on Behalf of any other Broker/Dealer, and if so, the Name of such broker or dealer?

Management of the Company is not aware of any Broker/Dealer submitting quotations with respect to the Company's common stock on behalf of any other broker or dealer.

Item (xvi): Is the Quotation Being Submitted/Published/ Directly or Indirectly on Behalf of the Company, or Any Director, Officer or Any Person Directly/Indirectly the Beneficial Owner of More Than 10% of the Outstanding Shares of Any Security of The Issue?

None, however, it is the Company's understanding that Broderick Associates Limited (a company which Stephen C. Lumb (an officer and director of the Company) is a director (of Broderick) has expressed interest in selling some or all of the shares of common stock of the Company that it owns pursuant to Rule 144. Broderick currently owns 232,500 shares of common stock of the Company.

Capital Structure: The Number of Shares of Total Amount of the Securities Outstanding as of December 31, 2004 Year End.

Authorized 2,000,000,000 common shares

Outstanding 150,229,583 common shares

Freely Trading common shares 43,014,285

The company has approximately 38 shareholders

Year End Financial Reports

With respect to the financial statements prepared and attached under the Information Statement, please be advised that the year end statements were prepared as of December 31, 2004 and the interims statements were prepared as of April 30, 2005

* agreements - N/A

* asset acquisition – As set forth above and included on Exhibit A attached hereto

* debt or financial obligation - N/A

* off balance sheet transactions - N/A

* costs associated with exit or disposal activities - N/A

* material impairments - N/A

* unregistered sales of equity securities - N/A

* material modification to rights - N/A

* changes in accountant - N/A

* change in control of company or directors and principals - As set forth above and included on Exhibit A attached hereto

* change in fiscal year bylaws or company's code of ethics, N/A

The above information has been undersigned on the date indicated.

/s/Stephen C. Lumb.

Stephen C. Lumb

President St James Capital Holdings, Inc.

July 06, 2005

ANNEXURE "A"

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made as of April 26, 2005, by and between Sloane Holdings Limited ("Sloane"), Allegheny Mountains Limited ("Allegheny") and Gulf of Ancud Limited ("Gulf"), being Corporations incorporated in Gibraltar with a business office at Second Floor, Berkeley Square House, Berkeley Square, London, W1J 6BD, United Kingdom (Sloane, Allegheny and Gulf, collectively "Sellers"); and St. James Capital Holdings, Inc. f/k/a Nutribrands, Inc., a Nevada corporation with a business office at 39th Floor, 245 Park Avenue, New York, NY 10167 (hereafter "Purchaser").

This Agreement sets forth the terms and conditions pursuant to which Purchaser will acquire from Sellers certain assets consisting of those items as specifically set forth in detail on Exhibit A attached hereto (the "Assets").

In consideration of the representations, warranties, covenants and agreements contained herein, intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

TRANSFER OF ASSETS AND LIABILITIES

1.01. Assets to be Conveyed. Subject to the terms and conditions of this Agreement, Sellers will at the closing provided for in Section 1.04 hereof (the "Closing") sell, convey, assign, grant, transfer, set over, bargain, remise, release and deliver to Purchaser, its successors and assigns, all of Sellers' right, title and interest in and to the Assets.

1.02. Exclusion of Liabilities. The Purchaser shall not assume, be obligated to perform or otherwise be liable in respect to any other contract, obligation or liability of the Sellers, whether now existing or hereafter arising. The Assets shall be free and clear of all liens and liabilities.

1.03. Consideration. Subject to the terms and conditions of this Agreement, in consideration of the transfer, conveyance and assignment of the Assets, at Closing Purchaser will deliver to Sellers 100,000,000 (one hundred million) shares of common stock of the Purchaser (the "Purchaser Stock").

The Purchaser Stock shall be subject to restrictions as more fully set forth in the subscription agreement as attached hereto as Exhibit B (the "Subscription Agreement").

1.04. Closing. The Closing of the transactions contemplated in this Agreement shall take place at the offices of counsel for the Purchaser on or about April 27, 2005 or on such later date when all conditions precedent to the Closing shall have been met or waived, but in no event later than April 29, 2005. The date on which the Closing occurs shall be referred to as the "Closing Date."

1.05. Condition Precedent to Closing. The transaction contemplated in this Agreement is specifically conditioned upon the satisfaction or waiver of all conditions set forth in Articles V and VI herein.

1.06. Deliveries by Sellers. At the Closing, Sellers will deliver the following to Purchaser:

- (a) duly executed transfer and assignment documents which may be required to transfer, convey and assign all and any of the Assets to Purchaser;
- (b) a duly executed Subscription Agreement;
- (c) the officers' certificate referred to in Section VI hereof; and
- (d) such other documents as may be reasonably necessary to effect the transactions contemplated hereby.

1.07. Deliveries by Purchaser. At the Closing, Purchaser will deliver the following to Sellers:

- (a) a duly executed stock certificate in the name of Sellers or its designees which represents the Purchaser Stock.
- (b) the officer's certificate referred to in Section V hereof; and
- (c) such other documents as may be reasonably necessary to effect the transactions contemplated hereby.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby represents, covenants and warrants to Purchaser the following:

2.01. Organization, Etc. Sellers are Gibraltar corporations and in good standing under the laws of Gibraltar.

2.02. Authority. Sellers has full power and authority, in accordance with its Certificate of Incorporation and By-Laws, to carry on its business as it is now being conducted, and to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.

2.03. Consents and Approvals; No Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any provision of the Certificate of Incorporation or By-Laws of Sellers, or, to the best knowledge of Sellers, violate, or conflict with, or constitute a default (or constitute an event which, with notice or lapse of time or both, would constitute a default) under, or give rise to any right of termination, cancellation or acceleration under, any note, bond, mortgage, indenture, license, agreement, lease or other instrument or obligation to which Sellers is a party or by which it or any of the Assets may be bound, or violate any statute or law of any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Sellers or any of the Assets.

2.04. Title to Assets; Encumbrances; All Assets Necessary for Operations. With respect to all Assets, Sellers represents that: (i) it has good and marketable title to all of the Assets which it owns; and (ii) all such Assets shall be conveyed free and clear of title defects, liens, claims, charges, security interests or other encumbrances.

2.05. Compliance with Applicable Law. Sellers represents that it has complied with all laws, regulations and orders applicable to the Assets, and the transfer of any of the Assets does not violate any such laws, regulations or orders.

2.06. Contracts. Sellers has delivered to Purchaser copies of all contracts relating, directly or indirectly, to the Assets and any amendments or modifications thereto (the "Contracts"). The Contracts are in full force and effect; there is no existing default by Sellers under any of the Contracts and to the best of Sellers' knowledge no default has occurred nor does any circumstance exist which (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute any default thereunder.

2.07. Litigation. As of the date hereof, Sellers has not received notice that it is or may be in violation of any material order, writ, injunction, rule, regulation or decree of any court or of any federal, state, municipal or other governmental authority or agency having jurisdiction. Sellers is neither engaged in nor, to the best knowledge of Sellers, threatened with, any legal action or other proceeding which, if adversely determined, would have a material adverse effect on the Assets or the transfer of the Assets contemplated hereby. Sellers has no knowledge or information that it is or may be in violation of any material order, writ, injunction, rule, regulation or decree, regardless of whether Sellers has received notice thereof.

2.08. Taxes. All taxes, including, without limitation, property, sales, use, franchise, employees' income withholding and social security taxes imposed by the United States or any state, municipality, subdivision or instrumentality, which are due or payable by Sellers, and any interest and penalties

thereon, have been determined in accordance with all applicable rules and regulations and paid in full for all years prior to and including the most recently ended fiscal year. The Sellers are current in the payment of all taxes due from their most recently ended fiscal year to the date of this agreement. The Sellers have filed all tax returns of every nature required to be filed, in every jurisdiction in which the same may have been so required. There are no agreements by Sellers for the extension of the time for the assessment of any tax. There are no claims pending or, to the knowledge of Sellers, threatened against Sellers for past due taxes. The representation and warranty set forth in this Section 3.08 shall survive through the applicable statute of limitations.

2.09. No Omission or Misrepresentation. No representation, warranty or statement, or information furnished by Sellers in connection with the transactions contemplated by this Agreement, contains or will contain any untrue statement of fact or will omit any fact required to make the statements or information so furnished not misleading.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents, covenants and warrants to Sellers the following:

3.01. Organization, Etc. Purchaser is a Nevada corporation and in good standing under the laws of the State of Nevada.

3.02. Authority. Purchaser has full power and authority, in accordance with its Certificate of Incorporation and By-Laws, to carry on its business as it is now being conducted, and to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.

3.03. Consents and Approvals; No Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any provision of the Certificate of Incorporation or By-Laws of Purchaser, or, to the best knowledge of Purchaser, violate, or conflict with, or constitute a default (or constitute an event which, with notice or lapse of time or both, would constitute a default) under, or give rise to any right of termination, cancellation or acceleration under, any note, bond, mortgage, indenture, license, agreement, lease or other instrument or obligation to which Purchaser is a party, or violate any statute or law of any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Purchaser.

3.04. No Further Consents and Approvals Required. No consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required by Purchaser

in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

3.06. Litigation. As of the date hereof, Purchaser has not received notice that it is or may be in violation of any material order, writ, injunction, rule, regulation or decree of any court or of any federal, state, municipal or other governmental authority or agency having jurisdiction over Purchaser. There is no decree or judgment of any kind in existence enjoining or restraining Purchaser, or any of Purchaser's officers, directors or stockholders, from taking any action required or contemplated by this Agreement. Purchaser is not engaged in nor, to the best knowledge of Purchaser, threatened with, any legal action or other proceeding nor has Purchaser incurred or been charged with nor, to the best knowledge of Purchaser, is Purchaser under investigation with respect to any violation of any federal, state or local law or administrative regulation with respect to which, if adversely determined, there is a reasonable probability of a material adverse effect on Purchaser's ability to acquire any of the Assets. Purchaser has no knowledge or information that it is or may be in violation of any material order, writ, injunction, rule, regulation or decree, regardless of whether Purchaser has received notice thereof.

3.07. Knowledge. Neither Purchaser nor its officers have knowledge of any present facts or circumstances relating to Purchaser which would materially adversely affect the ability of Purchaser to perform its obligations under this Agreement.

3.08. No Omission or Misrepresentation. No representation, warranty or statement, or information furnished by Purchaser in connection with the transactions contemplated by this Agreement, contains or will contain any untrue statement of fact or will omit any fact required to make the statements or information so furnished not misleading.

ARTICLE IV

COVENANTS OF THE PARTIES

4.01. Expenses. Whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be borne by the respective parties.

4.02. Notices. The parties hereto shall immediately inform the other parties hereto in writing of the occurrence of any events or the existence of any circumstances the effect of which would constitute a breach of any covenant or warranty in this Agreement, or which would result in any representation in this Agreement being or becoming untrue or misleading.

ARTICLE V
CONDITIONS TO OBLIGATIONS OF SELLERS

Each and every obligation of Sellers under this Agreement to be performed at the Closing shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions, unless waived in writing by Sellers:

5.01. Representations and Warranties True. The representations and warranties of Purchaser contained herein shall be true, complete and accurate in all material respects as of the date when made and at and as of the Closing Date as though such representations and warranties were made at and as of such date, except for changes expressly permitted or contemplated by the terms of this Agreement.

5.02. Performance. Purchaser shall have performed and complied with all agreements, obligations and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

5.03. Certificate. Purchaser shall have delivered to Sellers a certificate, dated the Closing Date, executed by any and all individuals having an interest in the assets being conveyed, certifying the fulfillment of the conditions specified in Sections 5.01 and 5.02 hereof.

5.04. No Injunction, Etc. On the Closing Date, (a) there shall be no effective injunction, writ, preliminary restraining order or any order of any nature issued or threatened by a court or other governmental authority of competent jurisdiction directing that the transactions provided for herein or any of them not be consummated as so provided or imposing any conditions on the consummation of the transactions contemplated hereby, and (b) no action, suit or proceeding shall be pending before any such court or other governmental authority seeking such relief.

ARTICLE VI
CONDITIONS TO OBLIGATIONS OF PURCHASER

Each and every obligation of Purchaser under this Agreement to be performed at the Closing shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions, unless waived in writing by Purchaser:

6.01. Representations and Warranties True. The representations and warranties of Sellers contained herein shall be true, complete and accurate in all material respects as of the date when made and at and as of the Closing Date as though such representations and warranties were made at and as of such date, except for changes expressly permitted or contemplated by the terms of this Agreement.

6.02. Performance. Sellers shall have performed and complied with all agreements, obligations and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

6.03. Officers' Certificate. Sellers shall have delivered to Purchaser a certificate, dated the Closing Date, executed by any and all individuals having an interest in the Assets being conveyed, as well as a duly authorized executive officer of the corporate Sellers, certifying the fulfillment of the conditions specified in Sections 6.01 and 6.02 hereof.

6.04. No Injunction, Etc. On the Closing Date, (a) there shall be no effective injunction, writ, preliminary restraining order or any order of any nature issued or threatened by a court or other governmental authority of competent jurisdiction directing that the transactions provided for herein or any of them not be consummated as so provided or imposing any conditions on the consummation of the transactions contemplated hereby, and (b) no action, suit or proceeding shall be pending before any such court or other governmental authority seeking such relief.

ARTICLE VII

SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION

7.01. Survival of Representations. The representations and warranties made by Sellers and Purchaser under this Agreement or pursuant hereto shall survive the Closing for a period of two (2) years, unless an applicable statute of limitations permits a greater period of time, in which event the time period shall be extended until expiration of the applicable statute of limitation for the underlying action.

7.02. Agreement of Sellers to Indemnify Purchaser. Subject to the terms and conditions of this Article VII, Sellers hereby agrees to indemnify, defend and hold Purchaser harmless, at any time after consummation of the Closing, from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties and attorneys' fees and expenses (collectively, "Damages") asserted against, resulting to, imposed upon or incurred by Purchaser, by reason of or resulting from (a) liabilities, obligations or claims (whether absolute, accrued, contingent or other) existing as of the Closing Date or arising out of facts or circumstances existing at or prior thereto, whether or not such liabilities or obligations were known at the time of the Closing, relating to or arising out of the ownership, possession or use of the Assets; or (b) a breach of any representation, warranty or agreement or any facts or circumstances constituting such a breach.

7.03. Agreement of Purchaser to Indemnify Sellers. Subject to the terms and conditions of this Article VII, Purchaser hereby agrees to indemnify, defend and hold Sellers harmless, at any time after consummation of the Closing, from and against all Damages asserted against, resulting to, imposed upon or incurred by Sellers, by reason of or resulting from (a) liabilities, obligations or claims (whether absolute, accrued, contingent or other) arising from and after the Closing Date relating to or arising out of

the ownership, possession or use of the Assets; or (b) a breach of any representation, warranty or agreement or any facts or circumstances constituting such a breach.

7.04. Limitation of Liability. All Damages shall be computed net of any net recovery under any insurance coverage with respect thereto which reduces the Damages that would otherwise be sustained.

7.05. Procedures Relating to Indemnification. The obligations and liabilities of the party making the indemnity pursuant to Sections 7.02 and 7.03 (the "Indemnitor") with respect to claims made by third parties against the party or parties being indemnified pursuant to such Sections (the "Indemnitee") shall be subject to the following terms and conditions:

(a) the Indemnitee will give the Indemnitor prompt notice of any such claim, and Indemnitor shall have the right and obligation to undertake (at the Indemnitor's sole cost and expense) the defense thereof by representatives chosen by it and reasonably acceptable to the Indemnitee;

(b) if the Indemnitor, within a reasonable time after notice of any such claim, fails to defend the Indemnitee against which such claim has been asserted, the Indemnitee will (upon further notice to the Indemnitor) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof and in which event the Indemnitor shall promptly reimburse Indemnitee for all reasonable costs and expenses incurred and substantiated by Indemnitee in undertaking such defense, compromise or settlement;

(c) Anything in this Section 7.05 to the contrary notwithstanding, (i) if there is a reasonable probability that a claim may materially and adversely affect the Indemnitee other than as a result of money damages or other money payments, the Indemnitee shall have the right, at its own cost and expense (which however shall be recoverable from the Indemnitor), to defend, compromise or settle such claim, and (ii) the Indemnitor shall not, without the written consent of the Indemnitee, settle or compromise any claim or consent to the entry of any judgment;

(d) in connection with all claims defended hereunder, the Indemnitee shall give the Indemnitor prompt written notice of all material developments in connection with all claims, will promptly supply the Indemnitor with all papers, documents and evidence in the Indemnitee's possession and such other information within the Indemnitee's knowledge pertinent to such claims, and will produce at the appropriate place or places, at reasonable times, such witnesses under the Indemnitee's control as may reasonably be requested by the Indemnitor or its representatives.

ARTICLE VIII

TERMINATION

8.01. Methods of Termination. Except as otherwise provided, this Agreement may be terminated prior to the Closing:

- (a) by mutual written agreement of Purchaser and Sellers;
- (b) by Purchaser if the Closing has not occurred by April 29, 2005, provided that a default by Purchaser hereunder is not responsible for the Closing not having occurred;
- (c) by Sellers if the Closing has not occurred by April 29, 2005, provided that a default by Sellers hereunder is not responsible for the Closing not having occurred;
- (d) by Purchaser if all conditions in Article VI have not been satisfied or waived by sixty (60) days from the date hereof;
- (e) by Sellers if all conditions in Article V have not been satisfied or waived by sixty (60) days from the date hereof;

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.01. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented only by written agreement of the parties at any time prior to the Closing with respect to any of the terms contained herein.

9.02. Waiver of Compliance. Any failure of Purchaser, on the one hand, or Sellers, on the other hand, to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the Purchaser or the Sellers, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.03. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, certified or registered mail with postage prepaid:

- (a) if to Purchaser, to:

St. James Capital Holdings, Inc.
39th Floor
245 Park Avenue
New York, New York, NY 10167
Attention: Mr. Richard M Axtell

with a copy to:

Cohen & Czarnik LLP
140 Broadway, 36th Floor

New York, New York 10005
Attention: Stephen J. Czarnik, Esq.

or to such other person or address as Purchaser shall furnish to Sellers in writing:

(b) if to Sellers, to:

Sloane Holdings Limited
Second Floor
Berkeley Square House
Berkeley Square
London
W1J 6BD
United Kingdom

Attention: Mr Stephen C Lumb

or to such other person or address as Sellers shall furnish to Purchaser in writing.

9.04. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties hereto agree that neither Purchaser nor Sellers shall have the right to assign its rights and obligations as set forth herein without prior notice and consent of other party; provided, however, that the Purchaser shall have the right to assign its rights and obligations hereunder to another entity if such entity is controlled by the principals of the Purchaser.

9.05. Governing Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in that state and any litigation or alternative dispute resolution shall be venued in New York.

9.06. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.07. Headings. The headings of the Sections and Articles of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

9.08. Entire Agreement. This Agreement, including the Schedules and Exhibits hereto, and the other documents and certificates delivered pursuant to the terms hereof or referred to herein, set forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

9.09. Third Parties. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their respective corporate seals to be affixed hereto, all as of the day and year first above written.

Witness or Attest:

PURCHASER:
ST. JAMES CAPITAL HOLDINGS, INC.

By: _____/s/_____
Richard Mark Axtell, President

Witness or Attest:

SELLERS:

SLOANE HOLDINGS LIMITED

By: _____/s/_____
Stephen Craig Lumb, Director

ALLEGHENY MOUNTAINS LIMITED

By: _____/s/_____
Stephen Craig Lumb, Director

GULF OF ANCU D LIMITED

By: _____/s/_____
Stephen Craig Lumb, Director

EXHIBIT INDEX

EXHIBIT A – LIST OF ASSETS

EXHIBIT B – SUBSCRIPTION AGREEMENT

EXHIBIT A

LIST OF ASSETS

<u>Description of Asset</u>	<u>Restrictions</u>	<u>Purchase Price</u>
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44,090,782 Ordinary Shares of £1 each in St James Resource Management Limited, Incorporated in England and Wales under Registration Number : 004400816	None	100%
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It is recorded that St James Resource Management Limited owns 100% of the Issued Share Capital of the below-mentioned companies incorporated in England and Wales.

St James Finance Group No.5 Limited : Registration Number 03985355
- 50,000 – Redeemable Preference Shares of £1 each.
- 260,000,000 – Ordinary Shares of 1p each.

Helium Strategic Investors Limited : Registration Number 03967201
- 2,050,000 – Ordinary Shares of £1 each

St James Finance Group No.6 plc : Registration Number 04321300
- 200,000,002 – Ordinary Shares of 1p each.

WWW Strategic Investment Strategy Limited : Registration Number 03683090
- 2,340,001 – Ordinary Shares of £1 each.

Specialday Financial Solutions Limited : Registration Number 03954762
- 2,240,101 – Ordinary Shares of £1 each.

St James Finance Group No.1 Limited : Registration Number 05269042
- 3,001,000 – Ordinary Shares of £1 each.

St James Finance Group No.3 Limited : Registration Number 05269113
- 3,001,000 – Ordinary Shares of £1 each.

St James Finance Group No.2 Limited : Registration Number 05269111
- 3,001,000 – Ordinary Shares of £1 each.

Oxygen Strategic Investors Limited : Registration Number 03839477
- 2,423,000 – Ordinary Shares of £1 each.

St James Finance Group No.4 Limited : Registration Number 04006572
- 2,355,200 – Ordinary Shares of £1 each.

St James Finance Group No.7 Limited : Registration Number 03839471
- 6,000,100 – Ordinary Shares of £1 each.

St James Resource (Property 1) Limited : Registration Number 05284233
- 169,540 - Ordinary Shares of £1 each.

St James Resource (Property 2) Limited : Registration Number 05095660
- 156,290 – Ordinary Shares of £1 each.

St James Resource (Property 3) Limited : Registration Number 05094806
- 245,330 – Ordinary Shares of £1 each.

St James Resource (Property 4) Limited : Registration Number 05094807
- 385,250 – Ordinary Shares of £1 each.

St James Resource (Property 5) Limited : Registration Number 05094828
- 326,420 – Ordinary Shares of £1 each.

St James Resource (Property 6) Limited : Registration Number 05081752
- 207,700 – Ordinary Shares of £1 each.

St James Resource (Property 7) Limited : Registration Number 05111189
- 417,050 – Ordinary Shares of £1 each.

St James Resource (Property 8) Limited : Registration Number 05111256
- 309,460 – Ordinary Shares of £1 each.

St James Resource (Property 9) Limited : Registration Number 05111250
- 504,500 – Ordinary Shares of £1 each.

St James Resource (Property 10) Limited : Registration Number 05261355
- 419,700 – Ordinary Shares of £1 each.

St James Resource (Property 11) Limited : Registration Number 05111326
- 451,500 – Ordinary Shares of £1 each.

St James Resource (Property 12) Limited : Registration Number 05261228
- 332,250 – Ordinary Shares of £1 each.

St James Resource (Property 13) Limited : Registration Number 05261503
- 203,990 – Ordinary Shares of £1 each.

It is recorded that St James Resource Management Limited indirectly owns 100% of the outstanding shares of Common Stock of the below-mentioned companies incorporated in the State of Delaware, each of these companies having an amount of 1,000 shares of Common Stock outstanding :-

- California City Properties, LLC.
- Lincoln Boulevard, LLC.
- Mount Blanca Estates, LLC.
- Mountain View (Missouri), LLC.
- Ozarks Woods, LLC.
- Quitman Mountains, LLC.
- Sierra Blanca, LLC.

- Sprague River Oregon, LLC.
- Sun Valley Real Estate, LLC.
- Tierra Verde, LLC.
- Valley Ranches, LLC.
- Hayes Creek Real Estate, LLC.
- Stelan Holdings, Inc.