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COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares.

155(6)b

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Note
Please read the notes on page 3 before completing this form

*Insert full name of company

†Insert name(s) and address(es) of all the directors

§Delete as appropriate

‡Delete whichever is inappropriate

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number 274611

Name of company

* SHOPACHECK FINANCIAL SERVICES LIMITED

~~I~~/We† Keith Ian Dunn, Michael John Loughman, Ian Stanley Halder, Michael Geoffrey Goulding, David Michael Berry, Graham Ralph Dunn, John Edward Gordon Cran and Grant Clappison, all of :-
Haltemprice Court
38 Springfield Way
Anlaby
HULL
HU10 6RR

[~~the sole director~~] [all the directors]§ of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

The business of the company is:

~~(a) that of a [recognised bank] [licensed institution]§ within the meaning of the Banking Act 1979‡~~

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom‡~~

(c) something other than the above‡

This company is [the] [a] holding company of* R W Turner Limited ("the Company") which is proposing to give financial assistance in connection with the acquisition of shares in [~~this company~~] [Compass Credit Limited ("CCL") the holding company of this company.]‡

Presentor's name, address and reference (if any):

Walker Morris
Kings Court
12 King Street
LEEDS

DX: 12051 LEEDS
Our ref DAHM/TTB

For official use
General Section

EDX *EC02V00B* 116
COMPANIES HOUSE 096

The assistance is for the purpose of [~~that acquisition~~] [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The number and class of the shares acquired or to be acquired is: 206,026 50p Deferred Shares, 100 5p Ordinary Shares and 900 £1 Pref Shares in CCL ("the Shares")

The assistance is to be given to: (note 2) Cattles Plc of Haltemprice Court aforesaid

The assistance will take the form of:

See Appendix 1

The person who [has acquired] [~~will acquire~~]† the shares is:

Cattles Plc aforesaid

†Delete as appropriate

The principal terms on which the assistance will be given are:

See Appendix 2

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

APPENDIX 1

The assistance will take the form of the entry into by the Company of and the assumption by the Company of obligations under a guarantee of all obligations of Cattles plc, the holding company of the Company, under or in connection with a £122,000,000 loan facility and the "Finance Documents" associated with it. The terms on which the said loan facility is to be made available to Cattles plc and definition of the "Finance Documents" are set out in a facility agreement between Cattles plc (1) the First National Bank of Chicago as Arranger (2), the Banks as lenders (3) and the First National Bank of Chicago as Agent (4) (each as defined in the said Facility Agreement) ("the Loan Agreement").

APPENDIX 2

The principal terms on which the assistance will be given are:-

1 The Guarantee is to executed by the Company and delivered to the First National Bank of Chicago as Agent and the Bank (as each term is defined in the Loan Agreement) in consideration of the provision by the Banks (as so defined) to Cattles plc, the holding company of the Company, of a loan facility ("the Loan Facility") in the maximum aggregate principal sum of £122,000,000 for the general corporate purposes of Cattles plc and its subsidiaries, including the Company, which guarantee shall take substantially the same form as the document annexed to this declaration and marked "A".

2 Under the terms of the Guarantee the Company irrevocably, unconditionally, jointly and severally:-

2.1 as principal obligor guarantees to each Bank (as defined in the Loan Agreement) the prompt performance by Cattles plc of all its obligations under the Finance Documents (as defined in the Loan Agreement) and payment of all due sums payable by Cattles plc under the Finance Documents (as so defined);

2.2 undertakes with each Bank (as so defined) whenever Cattles plc does not pay any amounts when due under or in connection with any Finance Documents (as so defined) that the Company shall forthwith on demand by the First National Bank of Chicago as Agent (as defined in the Loan Agreement) pay that amount as if the Company instead of Cattles plc were expressed to be the principal obligor together with interest on such amount at the rate payable by Cattles plc under the terms of the Loan Agreement from the date such amount becomes due until the date of actual payment by the Company;

2.3 indemnifies each Bank (as so defined) on demand against any loss liability suffered by it is any obligation guaranteed by the Company is or becomes unenforceable, invalid or illegal.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The date on which the assistance is to be given is 7 October 19 96

~~I~~/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

*Delete either (a) or (b) as appropriate

(a) [~~I~~/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) ~~[It is intended to commence the winding-up of the company within 12 months of that date, and I/We have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up]*~~ (note 3)

And ~~I~~/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Haltemprice Court, Anlaby, Hull

the 3rd day of October

One thousand nine hundred and 96

before me Solicitor

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below

NOTES

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.

2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown

3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.

4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

Laserform International Limited 10/92

Form of Guarantee

Dated October 1996

To: The First National Bank of Chicago
First Chicago House
90 Long Acre
London WC2E 9RB
as Agent for the Banks defined below (the "**Agent**"), and to such Banks

WHEREAS:

(A) By a facility agreement of even date herewith made between Cattles plc (the "**Borrower**"), the several banks therein mentioned (the "**Banks**"), and the Agent (the "**Loan Agreement**") the Banks agreed to make available to the Borrower the Facility.

(B) It is a condition precedent to the availability of the Facility that the Guarantors grant a guarantee of the Borrower's obligations under the Loan Agreement.

NOW THIS DEED WITNESSES as follows:-

1. **Definitions**

Terms defined in the Loan Agreement shall have the same meaning in this Guarantee unless otherwise expressly defined.

2. **Guarantee**

2.1 In consideration of the Banks, and the Agent, at the request of each of the Guarantors, entering into the Loan Agreement with the Borrower and the Banks agreeing to advance moneys to the Borrower under the Loan Agreement, each Guarantor hereby irrevocably, unconditionally, jointly and severally:

(a) as principal obligor, guarantees to each Bank prompt performance by the Borrower of all its obligations under the Finance Documents and payment of all due sums payable by the Borrower under the Finance Documents;

(b) undertakes with each Bank whenever the Borrower does not pay any amounts when due under or in connection with any Finance Document, that Guarantor shall forthwith on demand by the Agent pay that amount as if that Guarantor instead of the Borrower were expressed to be the principal obligor together with interest on such amount at the rate payable by the Borrower under the terms of the Agreement from the date such amount becomes due until the date of actual payment by each Guarantor; and

(c) indemnifies each Bank on demand against any loss or liability suffered by it if any obligation guaranteed by that Guarantor is or becomes unenforceable, invalid or illegal.

2.2 The liability of each of the Guarantors to make payments pursuant to, and comply with their obligations under, this Guarantee is joint and several and accordingly each of the Guarantors shall be fully liable irrespective of the validity, regularity or enforceability against any of the other Guarantors of the terms of this Guarantee and the liability of each Guarantor shall not be discharged, lessened, affected or impaired by any time or indulgence granted to any of the other Guarantors by the Agent or any Bank or any of them, by any of the other Guarantors losing its separate corporate entity or by any dealings or transactions between the Agent or any Bank or any of them and any of the other Guarantors.

3. **Continuing Guarantee**

This Guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable by the Borrower under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

4. **Reinstatement**

4.1 Where any discharge (whether in respect of the obligations of the Borrower or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of each Guarantor under this Guarantee shall continue as if the discharge or arrangement had not occurred.

4.2 Each Bank may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

5. **Preservation of Guarantee**

The obligations of each Guarantor will not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Guarantee or prejudice or diminish those obligations in whole or in part, including without limitation (whether or not known to it or any Bank):-

(a) any time or waiver granted to, or composition with, the Borrower or any other person;

(b) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against or security over assets, of the Borrower or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(c) any legal limitation, disability, incapacity or dissolution of or change in the members or status of the borrower or any other person;

(d) any amendment, replacement of, supplement to or variation of a Finance Document or any other document or security so that references to that Finance Document in this Guarantee include each amendment, replacement, supplement and variation;

(e) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any security or document, to the intent that each Guarantor's obligations under this Guarantee shall remain in full force and this Guarantee be construed accordingly, as if there were no such unenforceability, illegality or invalidity; and

(f) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of the Borrower under a Finance Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order so that each such obligation shall for the purposes of the Guarantor's obligations under this Guarantee be construed as if there were no such circumstance.

6. **Waiver**

Each Guarantor waives any right it may have of first requiring any Bank (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Guarantee.

7. **Non-competition**

7.1 Until all sums owing by the Borrower under or in connection with the Finance Documents have been paid in full, no Guarantor shall, after a claim has been made or by virtue of any payment or performance by it under this Guarantee:-

(a) be subrogated to any rights, security or monies held, received or receivable by any Bank (or any trustee or agent on its behalf) or be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of that Guarantor's liability under this Guarantee;

(b) claim, rank, prove or vote as a creditor of the Borrower or its estate in competition with any Bank (or any trustee or agent on its behalf); or

(c) receive, claim or have the benefit of any payment, distribution or security from or on account of the Borrower, or exercise any right of set-off as against the Borrower.

7.2 Each Guarantor shall hold in trust for and forthwith pay or transfer to the Agent for the Banks any payment or distribution or benefit of security received by it contrary to Clause 7.1.

8. **Appropriation**

Until any amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full, each Bank (or any trustee or agent on its behalf) may:-

(a) refrain from applying or enforcing any other monies, security or rights held or received by that Bank (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and

(b) hold in a suspense account any monies received from any Guarantor or on account of any Guarantor's liability under this Guarantee, without liability to pay interest on those monies.

9. **Additional Security**

This Guarantee shall be in addition to and shall not in any way be prejudiced by any collateral or other security now or hereafter held by any Bank or by any lien to which any Bank may be entitled.

10. **Payments**

10.1 All payments to be made under this Guarantee by each Guarantor shall be made in sterling, in the funds and at the place at which the corresponding sums are payable by the Borrower under or in connection with the Finance Documents.

10.2 All payments by a Guarantor under this Guarantee shall be made without deduction, set-off or counterclaim and free and clear of and without deduction for or on account of any Taxes except to the extent that such Guarantor is compelled by law to make payment subject to any Taxes.

10.3 If any Tax or amounts in respect of Tax must be deducted or any deductions must be made, for any amounts payable or paid by a Guarantor, or paid or payable by the Agent to a Bank, under this Guarantee, such Guarantor shall pay such additional amounts as may be necessary to ensure that the relevant Bank receives a net amount equal to the full amount which would have been received had payment not been made subject to Tax.

10.4 All Taxes required by law to be deducted or withheld by a Guarantor for any amounts paid or payable under this Guarantee shall be paid by the relevant Guarantor when due and the Guarantor shall, within fifteen days of payment being made, deliver to the Agent for the relevant Bank evidence satisfactory to that Bank (including all relevant Tax receipts) the payment has been duly remitted to the appropriate authority.

10.5 If, otherwise than as a result of the introduction of, change in, or change in the interpretation, administration or application of, any law or regulation or any practice or concession of the U.K. Inland Revenue occurring after the date of this Agreement, a Bank is not or ceases to

be a Section 349 Bank, a Guarantor is not liable to pay to that Bank under this Clause 10 any amount in respect of Taxes levied or imposed by the U.K. or any taxing authority of or in the U.K. in excess of the amount it would have been obliged to pay if that Bank had not ceased to be a Section 349 Bank.

10.6 If a Guarantor pays any increased amount under Clauses 10.2 or 10.3 and any Bank effectively obtains a refund or tax credit against tax by reason of that payment, and if that Bank is able (in its sole opinion, which shall not be capable of being challenged) to identify that refund or credit is being attributable to that payment having regard to its other activities, then the Agent or such Bank (as the case may be) shall reimburse to that Guarantor such amount as it shall determine (any such determination being conclusive) to be the proportion of that refund or credit as will leave the Agent or the Bank (as the case may be) after that reimbursement in no better or worse position than it would have been in if that refund or credit had not been obtained. Nothing in this Agreement shall (a) interfere with the right of the Agent and each Bank to arrange its tax affairs in whatever manner it thinks fit and, in particular, neither the Agent nor any of the Banks shall be under any obligation to claim credit, relief, remission or repayment from or against its corporate profits or similar tax liability in respect of the amount of such deduction or withholding in priority to any other claims, relief, credits or deductions available to it, or (b) require the Agent or any Bank to disclose any information regarding its tax affairs or computations to any Guarantor.

11. Evidence

A certificate of the Agent or any Bank, as the case may be, detailing the amount due from each Guarantor shall, in the absence of manifest error, be conclusive evidence of such amount.

12. Representations and Warranties

Each Guarantor jointly and severally represents and warrants to each Bank that:

12.1 Status

(a) It is a limited liability company, duly incorporated and validly existing under the laws of England; and

(b) it has the power to own its property and assets and carry on its business as it is now being conducted.

12.2 Powers and authority

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into, performance and delivery of, this Guarantee and the transactions contemplated by this Guarantee.

12.3 **Legal validity**

This Guarantee when executed in accordance with its terms will constitute its legal, valid and binding obligation enforceable in accordance with its terms and are in proper form for the enforcement thereof in England.

12.4 **Non-conflict**

The entry into and performance by it of, and the transactions contemplated by, this Guarantee does not and will not:-

(a) conflict with any law or regulation or judicial or official order; or

(b) conflict with its constitutional documents; or

(c) conflict with any document which is binding upon it or any of its assets in any material respect (in the reasonable opinion of the Majority Banks) nor result in the creation or imposition of any Security Interest on any of its assets.

12.5 **No default**

No event is outstanding which constitutes (or, with the giving of notice, lapse of time, determination of materiality or the fulfilment of any other applicable condition or any combination of the foregoing might constitute) a default under any material agreement, undertaking or instrument which is binding on it or any of its assets and which default would have a material adverse effect on the Borrower and its Subsidiaries taken as a whole or upon the ability of the Borrower to perform its obligations under the Loan Agreement or upon the ability of any Guarantor to perform its obligations under the Guarantee.

12.6 **Authorisations**

All authorisations and other requirements of governmental, judicial and public bodies and authorities required or desirable in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Guarantee have been obtained or effected (as appropriate) and are in full force and effect and all fees (if any) payable in connection therewith have been paid, there has been no default in the performance of any of the terms and conditions thereof and it has full authority to make all payments under this Guarantee to the Agent in accordance with Clause 10 (Payments) of this Guarantee.

12.7 **Limits**

The guaranteeing of the full amount available under the Finance Documents will not cause any limit on its powers or on the exercise of such powers by its officers (whether imposed by its memorandum and articles of association, any regulation or agreement or otherwise) to be exceeded.

12.8 Accounts

The most recent audited consolidated accounts of each Guarantor (which accounts have been prepared in accordance with generally accepted United Kingdom accounting principles and practices, consistently applied) fairly represent the financial condition of such Guarantor and the result of its operations for the period ended on the date to which such accounts were prepared, and there has been no material adverse change in the financial condition of such Guarantor as shown in its audited consolidated accounts as at such last date.

12.9 **Tax Returns**

It has filed or caused to be filed all requisite Tax returns required to be filed in all jurisdictions in which it is situate or carries on business or is otherwise subject to Taxation and has paid all Taxes shown to be due and payable in such returns or on any assessments made against it (other than those being contested in good faith and against which adequate reserves have been maintained), and, to its knowledge, no claims are being asserted with respect to such Taxes which, if adversely determined, would have a material adverse effect on its ability to fulfil its obligations hereunder.

12.10 Litigation

No litigation, arbitration or administrative proceedings are current or, to its knowledge, pending or threatened, which might, if adversely determined, have a material adverse effect on its business or financial condition or its ability to perform its obligations under this Guarantee.

12.11 **Title to Properties**

It has valid leases or good and marketable title to substantially all its properties and assets, real and personal, which are reflected in the audited consolidated accounts referred to in Clause 12.8(Accounts), subject to no Security Interest except as disclosed in such consolidated accounts or as otherwise already disclosed in writing to the Agent and except for Permitted Encumbrances.

12.12 **Time for making representations and warranties**

The representations and warranties set out in this Clause 12 are made by each Guarantor on the date of this Guarantee and other than those contained in Clause 12.5 (No default), 12.8 (Accounts), 12.9 (Tax Returns) and 12.10 (Litigation) are deemed to be repeated on the date of each Utilisation Request and on each Utilisation Date with reference to the facts and circumstances then existing.

13. General Undertakings

13.1 Duration

So long as the Facility is available or any amount remains outstanding from the Borrower under the Loan Agreement each Guarantor undertakes jointly and severally with each Bank that each Guarantor will comply with the undertakings listed in Clauses 13.2 to 13.11 below.

13.2 Information

If requested by the Agent, furnish to the Agent in sufficient copies for all the Banks from time to time with reasonable promptness, any reports of any Guarantor in a form acceptable to the Banks and any other information regarding the business and financial condition of such Guarantor as the Agent may reasonably request.

13.3 Notification of Default

It shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of the same.

13.4 Authorisations

It shall promptly:-

(a) obtain, maintain, renew and comply with the terms of; and

(b) supply certified copies to the Agent of,

any authorisation required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability of, this Guarantee.

13.5 Corporate Existence

It shall maintain its corporate existence and its rights to carry on its business and will acquire, maintain and renew all rights, contracts, powers, privileges, leases, lands sanctions and franchises necessary for the conduct of its business.

13.6 Insurance

It shall effect and maintain such insurance over and in respect of its assets and business and in such manner and to such extent as is reasonable and customary for a business enterprise engaged in the same or a similar business and in the same or similar localities.

13.7 Compliance

It will comply with the requirements of all applicable laws, rules, regulations, orders and decrees of any administrative or governmental authority or organisation, which are required in connection with this Guarantee or non-compliance with which might reasonably be

expected to adversely affect its creditworthiness or its ability to perform its obligations under this Guarantee or have a material adverse effect on its business, assets, condition or operations.

13.8 **Change of Business**

It will not without the prior written consent of the Agent (such consent not to be unreasonably withheld) make any alteration to the nature or scope of its business as carried on at the date hereof which is a material alteration.

13.9 **Subsidiary**

It will notify the Agent forthwith upon ceasing to be a Subsidiary of the Borrower.

13.10 **Mergers and Acquisitions**

It will not enter into any acquisition, merger or consolidation into or with or acquire all or substantially all of the assets of any company, firm or joint venture provided that this paragraph shall not apply to any acquisition, merger or consolidation where it is the surviving entity.

13.11 **Negative Pledge**

(a) Each Guarantor undertakes that its obligations under this Guarantee constitute a direct, unconditional, unsecured, unsubordinated and general obligation of and will rank at least pari passu with all other present and future outstanding unsecured indebtedness issued, created or assumed by it.

(b) Each Guarantor undertakes that it will not:

(i) except for Permitted Encumbrances create, assume or permit to exist any Security Interest over any of its respective present or future revenues or assets unless at the same time and at all times thereafter all amounts which are or which may become due from the Guarantors hereunder (the "**Amounts**") are secured in a manner acceptable to the Majority Banks in such a way that (i) the value of the security given to the Banks (the "**Collateral**"), as determined by the Agent from time to time, expressed as a percentage of the Amounts shall never be less than the value of the security given to the holder(s) of such other Security Interest (the "**Other Security**"), as determined by the Agent from time to time, expressed as a percentage of the principal amount of the claims of the creditor(s) secured by the Other Security and (ii) the claims of the creditor(s) which are secured by the Other Security shall not, if they are creditor(s) of the Guarantor, rank in priority to the claims of the Banks under the Collateral; or

(ii) sell, transfer, lend or otherwise dispose of the whole or any part of its undertaking, properties or (except in the ordinary course of trading) assets, otherwise than if such sale, transfer, lease or disposal is within the limits provided in Clause 23.14 of the Loan Agreement.

14. Notices

14.1 Giving of Notices

All notices or other communications to or upon the respective parties hereto under or in connection with this Guarantee shall be given in writing or by telex or facsimile. Any such notice will be deemed to be given as follows:

(a) if in writing, when delivered;

(b) if by telex, when despatched, but only if, at the time of transmission, the correct answerback appears at the start and at the end of the sender's copy of the notice; and

(c) if by facsimile, when received.

However, a notice given in accordance with the above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

14.2 Addresses for Notices

The address, telex number and facsimile number of each Guarantor and the Agent for all notices under or in connection with this Guarantee are:

(i) if to the Agent: First Chicago House, 90 Long Acre, London, WC2E 9RB

Telex number:	887716
Facsimile number:	0171-438-4148
Attention:	Dot O'Flaherty, Agency Department

(ii) if to the Guarantors: c/o Cattles plc, Haltemprice Court, 38 Springfield Way, Anlaby, Hull, HU10 6RR

Telex number:	592705
Facsimile number:	01482 568 082
Attention:	Company Secretary

or at such other address as notified to the Agent by not less than five Business Days' notice.

15. Assigns

This Guarantee shall enure to the benefit of the successors and assigns of the Agent and each Bank.

16. **Redistribution of Payments and Set-off**

16.1 Each Guarantor agrees, that if, at any time the proportion which any Bank has under this Guarantee, received or recovered in respect of its portion of any sum due from any Guarantor to the Banks is greater (the amount of the excess being herein referred to as the "excess **amount**") than the proportion received or recovered by the Bank receiving or recovering the smallest proportion under the Guarantee then:

(i) such Bank shall promptly notify the Agent;

(ii) such Bank shall pay to the Agent an amount equal to the excess amount;

(iii) the Agent shall treat such payment as if it were a payment by the Guarantor, on account of the sum owed to the Banks; and

(iv) as between each of the Guarantors and such Bank, the excess amount shall be treated as not having been paid.

Provided that if all or a portion of the relevant receipt or payment by or to such Bank is thereafter rescinded or must otherwise be restored to any of the Guarantors, the Bank shall repay to the Agent for the account of such Banks such amount as shall be necessary to ensure that all the Banks share rateably in the amount of the receipt or payment retained and the provisions of paragraphs (iii) and (iv) above shall apply only to the retained amount.

16.2 Each Guarantor hereby authorises each of the Banks (but without obligation on the part of any of them) in the event of any non-payment of any amounts when due under this Guarantee:

(i) to apply any credit balance (in whatever currency) standing upon any account of such Guarantor with any branch or office of such Bank in or towards satisfaction of any sum, whether principal, interest or otherwise, at any time due to such Bank under this Guarantee; and

(ii) in the name of each such Guarantor or of such Bank and at the expense of such Guarantor, to do all such acts, and to execute all such documents as may be required to effect such application.

Such Bank will promptly notify such Guarantor and the Agent of any exercise by such Bank of the authority granted to such Bank by this Clause 16.2.

17. Governing Law

This Guarantee is governed by English law.

Morville Credit Finance Limited
N.D.S.A. (Nottingham) Limited
Parkhill Travel Limited
Peel House (Burton) Limited
Personal Loans (Swansea) Limited
Premier Shopacheck Limited
Premier Trust & Savings Limited
Progressive Insurance Brokers Limited
Provincial Lending Company Limited
R.W. Turner, Limited
Rains (Nottingham) Limited
Recordpoint Limited
Reedham Factors Limited
Rydale Finance (Commercial) Limited
Sabre Collections Limited
Serene Limited
Shopacard Limited
Shopacheck (EPS) Limited
Shopacheck (Humberside) Limited
Shopacheck (Lancashire) Limited
Shopacheck (North East) Limited
Shopacheck (Yorkshire) Limited
Shopacheck Financial Services Limited
Shopacheck Financial Services (North) Limited
Shopacheck Limited
Shopaplan Limited
Southern Trust (Central) Financial Services Limited
Southern Trust Financial Services Limited
Spring Hill Drapers Limited
Springfield Debt Collection Services Limited
Standard Credit Services Limited
Statusclaim Limited
Supremeaccess Limited
Teleplan Rentals Limited
The Burton on Trent and District Trading Association Limited
The Bury Traders' Supply Company Limited
The Principle Clothing & Supply Company Limited
The Equitable Clothing and General Supply Company Limited
The Grimsby Supply Company Limited
The Hull Clothing and Supply Company Limited
The National Clothing & Supply Company Limited
The Nottingham Universal Supply Company Limited
The Progressive Supply Company, Limited
The Universal Token and Supply Company Limited
The White Distributing Co. Limited
The White House (Derby) Limited
Trafford Loan Company Limited
Travelplan Limited

Turners Furnishing Co. Ltd
Welcome Financial Services Limited
Welcome Finance Limited
Welcome Budget Services Limited
Westernissue Limited

By: Grant Clappison
Title: Director of each of the above Guarantors

_____
Signature of Witness

_____
Name of Witness

APPENDIX

1. **Place of Incorporation: England**

A.J. Blackmore Limited
Amerol Limited
Arnold Barton Finance Limited
Barraclough and Bowden Limited
Bell Financial Services Limited
Cattle's CIB Limited
Cattle's Furnishing Company Limited
Cattles Commercial Finance Limited
Cattles Commercial Leasing Limited
Cattle's Holdings Securities Limited
Cattle's Insurance Services Limited
Cattle's Properties Limited
Charles Roberts (Fashions) Limited
Compass Bradford Limited
Compass Credit Limited
Compass District Limited
Compass L.&P. Limited
Compass Nicholson Limited
Compass Peoples Provident Limited
Compass Sunshine Limited
Credit Brokerage Limited
E.J. Wordsworth Limited
Easy Purchase Services Limited
Ewbanks Mail Order Limited
Finance (Sheffield) Limited
G. Handy Limited
George N. Bell & Sons (Hull) Limited
Hibberts (Household Warehouse) Limited
Horne, Thompson & Co., Limited
J.H. Stobbs Limited
Kellchoice Limited
L.M. Ewbank (Wholesalers) Limited
Magicmono Limited
Magicmono (Anlaby) Limited
Morville Credit Finance Limited
N.D.S.A. (Nottingham) Limited
Parkhill Travel Limited
Peel House (Burton) Limited
Personal Loans (Swansea) Limited
Premier Shopacheck Limited

Premier Trust & Savings Limited
Progressive Insurance Brokers Limited
Provincial Lending Company Limited
R.W. Turner, Limited
Rains (Nottingham) Limited
Recordpoint Limited
Reedham Factors Limited
Rydale Finance (Commercial) Limited
Sabre Collections Limited
Serene Limited
Shopacard Limited
Shopacheck (EPS) Limited
Shopacheck (Humberside) Limited
Shopacheck (Lancashire) Limited
Shopacheck (North East) Limited
Shopacheck (Yorkshire) Limited
Shopacheck Financial Services Limited
Shopacheck Limited
Shopaplan Limited
Southern Trust (Central) Financial Services Limited
Southern Trust Financial Services Limited
Spring Hill Drapers Limited
Springfield Debt Collection Services Limited
Standard Credit Services Limited
Statusclaim Limited
Supremeaccess Limited
Teleplan Rentals Limited
The Burton on Trent and District Trading Association Limited
The Bury Traders' Supply Company Limited
The Principle Clothing & Supply Company Limited
The Equitable Clothing and General Supply Company Limited
The Grimsby Supply Company Limited
The Hull Clothing and Supply Company Limited
The National Clothing & Supply Company Limited
The Nottingham Universal Supply Company Limited
The Progressive Supply Company, Limited
The Universal Token and Supply Company Limited
The White Distributing Co. Limited
The White House (Derby) Limited
Trafford Loan Company Limited
Travelplan Limited
Turners Furnishing Co. Ltd
Welcome Financial Services Limited
Welcome Finance Limited
Welcome Budget Services Limited
Westernissue Limited

18. **Counterparts**

This Guarantee may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

AS WITNESS whereof this Guarantee has been entered into by the Guarantors on the date first written above.

For and on behalf of:

A.J. Blackmore Limited
Amerol Limited
Arnold Barton Finance Limited
Barraclough and Bowden Limited
Bell Financial Services Limited
Cattle's CIB Limited
Cattle's Furnishing Company Limited
Cattles Commercial Finance Limited
Cattles Commercial Leasing Limited
Cattle's Holdings Securities Limited
Cattle's Insurance Services Limited
Cattle's Properties Limited
Charles Roberts (Fashions) Limited
Compass Bradford Limited
Compass Credit Limited
Compass District Limited
Compass L.&P. Limited
Compass Nicholson Limited
Compass Peoples Provident Limited
Compass Sunshine Limited
Credit Brokerage Limited
E.J. Wordsworth Limited
Easy Purchase Services Limited
Ewbanks Mail Order Limited
Finance (Sheffield) Limited
G. Handy Limited
George N. Bell & Sons (Hull) Limited
Hibberts (Household Warehouse) Limited
Horne, Thompson & Co., Limited
J.H. Stobbs Limited
Kellchoice Limited
L.M. Ewbank (Wholesalers) Limited
Magicmono Limited
Magicmono (Anlaby) Limited

1. **Place of Incorporation:** **Scotland**

Shopacheck Financial Services (North) Limited