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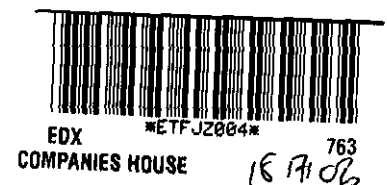
DATED 12 May 2006

- (1) TIMELAB LIMITED
- (2) COMPASS FINANCE GROUP PLC
- (3) BEVERLEY ELLICE BUDSWORTH trading as
BUDSWORTH & CO

BUSINESS TRANSFER AGREEMENT

Certified to be a true and
accurate copy of the original

Signed Berg Legal
Dated 12/04/06



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BUSINESS TRANSFER AGREEMENT

Dated: 12 May 2006

BETWEEN:

- (1) **TIMELAB LIMITED** having its registered office at 2nd Floor, Warwick House, Hollins Brook Way, Pilsworth, Bury, Lancashire BL9 8RR;
- (2) **COMPASS FINANCE GROUP PLC**, having its registered office at 2nd Floor, Warwick House, Hollins Brook Way, Pilsworth, Bury, Lancashire BL9 8RR; and
- (3) **BEVERLEY ELLICE BUDSWORTH** trading as **BUDSWORTH & CO** of 454 Chester Road, Old Trafford, Manchester M16 9HD.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"Accounts"	:	the Seller's unaudited balance sheet as at, and its unaudited profit and loss account for the year ended on, the Accounts Date, including all documents required by law to be annexed to them;
"Accounts Date"	:	30 June 2005;
"this Agreement"	:	this agreement (including the schedules to it);
"Assets"	:	all the property and assets agreed to be sold and purchased under this Agreement;
"Assumed Liabilities"	:	the obligations of the Seller at the Transfer Date in relation to the Creditors and under the Contracts and in relation to amounts due to or in respect of employees for the period from close of business on 31 May 2006 as provided in clause 11.2 (but excluding the Excluded Liabilities);
"Business"	:	the business carried on by the Seller, as sole trader, trading as Budsworth & Co, from time to time, including the business and assets trading under the names " <i>The Debt Advisor</i> " and " <i>The Business Debt Advisor</i> ";
"Business Day"	:	a day other than a Saturday or Sunday or public holiday in England;

- "Business Information"** : all information, know-how and techniques (whether or not confidential and in whatever form held) which in any way relates to:
- (a) all or any part of the Business and Assets;
 - (b) any services rendered by the Business;
 - (c) any documentation, formulae, designs, specifications, drawings, data, manuals or instructions relating to (a) or (b);
 - (d) the operations, management, administration or financial affairs of the Business (including any business plans or forecasts, information relating to future business development or planning), and information relating to litigation or legal advice; and
 - (e) the sale or marketing of any of the services rendered by the Business, including, but not limited to, all customer names and lists, sales and marketing information (including but not limited to targets, sales and market share statistics, market surveys and reports on research);
- "Buyer"** : Timelab Limited, a company incorporated under the laws of England with registered number 05761180;
- "Buyer's Accountants"** : KPMG Audit plc of Edward VII Quay, Navigation Way, Preston PR2 2YF;
- "Buyer's Solicitors"** : Berg Legal of Scottish Mutual House, 35 Peter Street, Manchester M2 5BG or any successor firm;
- "CAA 2001"** : the Capital Allowances Act 2001;
- "Capital Goods Scheme"** : the mechanism set out in Part XV of the Value Added Tax Regulations 1995, and all terms and expressions used in this Agreement in relation to that scheme shall, unless the contrary intention appears, have the meanings

ascribed to them in those regulations;

- "Cash"** : cash in hand of the Seller or in the Seller's bank accounts (other than the Trust Accounts) at the Transfer Date and all cheques and securities representing it;
- "Claims"** : all rights and claims of the Seller against third parties relating to any of the Assets or otherwise arising (whether before or after the Transfer Date) out of or in connection with the Business under any warranties, conditions, guarantees, indemnities or insurance policies or otherwise;
- "Compass"** : Compass Finance Group plc, a company incorporated under the laws of England with registered number 05761180 and having its registered office at 2nd Floor, Warwick House, Hollins Brook Way, Pilsworth, Bury, Lancashire BL9 8RR;
- "Completion"** : the performance by the Parties of the obligations set out in clause 7;
- "Completion Date"** : the close of business on the date on which Completion takes place pursuant to clause 7;
- "Computer Contracts"** : all arrangements and agreements under which any third party provides any element of, or services relating to, the Computer System, including maintenance and services agreements, as set out in part 2 of the third schedule;
- "Computer System"** : all computer hardware (including network and telecommunications equipment) and software (including associated preparatory materials, user manuals and other related documents) owned or used by the Seller in connection with the Business, as set out in part 1 of the third schedule;
- "Conditions"** : the conditions set out in clause 3.1;
- "Connected"** : has the meaning given in section 839 of ICTA 1988;
- "Consideration Shares"** : the shares in Compass to be allotted pursuant

to clauses 5.1 and 7.2.2;

- "Contracts"** : (a) the Leasing Agreements;
- (b) Computer Contracts; and
- (c) except for the contracts of employment, all undischarged contracts, pending contracts, commitments and orders entered into by or on behalf of the Seller relating to the Business;
- "Creditors"** : all amounts and accrued charges owing by the Seller in relation to the Business (but excluding any Excluded Liabilities);
- "Customs"** : HM Revenue & Customs;
- "Debts"** : all amounts owing to the Seller at the Transfer Date (whether or not then due and payable) in relation to the Business (excluding Work in Progress);
- "Debt Advisor"** : The Debt Advisor Limited, a company incorporated under the laws of England with registered number 04431255 and having its registered office at 454 Chester Road, Old Trafford, Manchester M16 9HD;
- "Disclosure Letter"** : the letter of the same date as this Agreement in the agreed form from the Seller to the Buyer together with any attachments, disclosing exceptions to the Warranties;
- "Disclosed"** : matters clearly and fairly disclosed in the Disclosure Letter;
- "Domain Names"** : the domain names owned by the Seller in relation to the Business at the Transfer Date as listed in part 3 of the third schedule;
- "Employees"** : all the employees of the Seller engaged in the Business at the date of this Agreement whose names are set out in the first schedule, and **"Employee"** means any of them;
- "Encumbrance"** : a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-

emption, right to acquire, third-party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect, in each case whether monetary or not;

"Excluded Assets"

- :
- (a) Cash;
 - (b) the loan made by the Seller to the Music Creation Corporation (Community Initiatives) Limited; and
 - (c) any repayment of Taxation referable to the period prior to Completion;

"Excluded Contract Liabilities"

- :
- all liabilities of the Business relating to or arising in connection with any breach of contract (including any breach of a Contract) or breach of duty which are attributable to any act, neglect, omission or default of the Business prior to Completion;

"Excluded Liabilities"

- :
- the Excluded Contract Liabilities and all the liabilities or obligations relating to the Business or Assets (other than the Assumed Liabilities) and outstanding on, or accrued or referable to the period up to and including the Transfer Date, or arising by virtue of the sale and purchase recorded by this Agreement, including any and all liabilities in respect of:
- (a) VAT or other Taxation (other than PAYE and national insurance contributions arising after 31 May 2006 as provided for in clause 11.2) to the Seller in respect of the Business;
 - (b) all bank and other overdrafts and loans owing by the Seller, included but not limited to, amounts owing to the Seller or any person Connected to the Seller;
 - (c) consumer credit licences; and
 - (d) the undated hire purchase agreement

between (1) Volkswagen Financial Services (UK) Limited trading as Audi Finance and (2) the Seller relating to the Seller's car (an Audi Cabriolet 2DR 3.0 Tiptronic with registration number KY04 7AX);

- "Expert"** : an independent chartered accountant to be nominated by the Seller and the Buyer and in default of agreement between them within five Business Days of the obligation to appoint arising, on the request of either Party by the President for the time being of the Institute of Chartered Accountants in England and Wales;
- "Financial Records"** : the originals of all accounting, financial and taxation records relating to the Business for the six years ending on the accounting reference date of the Seller next following Completion;
- "Goodwill"** : the goodwill and other know-how of the Business and the exclusive right for the Buyer to represent itself as carrying on the Business in succession to the Seller and to use the Names;
- "Group"** : the Buyer and/or any subsidiary or subsidiary undertaking (as defined in the Companies Act 1985);
- "ICTA 1988"** : the Income and Corporation Taxes Act 1988;
- "Intellectual Property"** : patents, trade marks including the Trade Mark or names and service marks (whether or not registered or capable of registration), registered designs, design rights, copyrights, database rights, Domain Names, the right to apply for and applications for any of the preceding items, together with the rights in inventions, processes, software, know-how, trade or business secrets, confidential information or any process or other similar right or asset capable of protection enjoyed, owned, used or licensed in relation to the Business;
- "IVA Client"** : an individual who has engaged the Business

- to set up an individual voluntary arrangement prior to the Transfer Date;
- "Leasing Agreements"** : any leasing, conditional sale, credit sale, hire purchase and like agreements to which the Seller is a party, (other than the Excluded Liabilities), under which title to assets used by the Seller in or in relation to the Business does not pass or has not passed to the Seller, as listed in the fourth schedule;
- "Lock In Deed"** : the deed in the agreed form to be entered into on the Completion Date between (1) Compass and (2) the Seller in respect of the Consideration Shares;
- "Losses"** : all losses, liabilities, costs (including without limit reasonable legal and other professional costs), damages, charges, expenses, actions, proceedings, claims and demands;
- "Moveable Assets"** : all plant, machinery, equipment, tools, Computer System, furniture, office equipment and other tangible assets not physically attached to any part of the Property and owned or used by the Seller in relation to the Business at the Transfer Date, as listed in the second schedule;
- "Names"** : ***"Budsworth & Co", "The Debt Advisor" and "The Business Debt Advisor"*** or any representation or application of any of them, whether in terms of packaging, get-up or otherwise, as used in the Business on or before the Transfer Date;
- "Notice"** : includes any notice, demand, consent or other communication;
- "Parties"** : the Seller, Compass and the Buyer; and **"Party"** means any of them;
- "Property"** : the premises at 454 Chester Road, Old Trafford, Manchester M16 9HD from which the Business is operated;
- "Records"** : the originals of the Financial Records, sales literature, price lists, advertising and publicity material, customer and supplier lists, stock

- records, lists of outstanding and unfulfilled orders and contracts, and other files, books, correspondence and other records relating to the Business and the Employees, held on whatever medium, excluding any which the Seller is required by law to retain;
- "Relief"** : any relief, loss, allowance, exemption, set-off, deduction or credit in computing or against income, profits or gains or Taxation, including any right to repayment of Taxation;
- "Seller"** : Beverley Ellice Budsworth trading as Budsworth & Co;
- "Seller's Accountants"** : J L Lucas of Woodhouse Farm, Anson Road, Poynton, Cheshire, SK12 1TD or any successor firm;
- "Seller's Solicitors"** : Beachcroft LLP of St Ann's House St Ann Street, Manchester M2 7LP or any successor firm;
- "Software"** : the computer programs and software identified and briefly described in part 1(b) of the third schedule;
- "Tax Authority"** : any taxing or other authority, body or official competent to administer, impose or collect any Taxation;
- "Taxation"** : all forms of taxation and statutory, governmental, supra-governmental, state, provincial, local governmental or municipal impositions, duties, contributions, and levies (including withholdings and deductions) whether of the United Kingdom or elsewhere in the world, whenever imposed and however arising, and all penalties, fines, charges, costs and interest, together with the cost of removing any Encumbrance relating thereto; and **"Tax"** shall be construed accordingly;
- "Trade Marks"** : the trade marks depicting the mark ***"the debt advisor"*** registered under number 2297581 in the name of Budsworth & Co, the unregistered mark ***"the business debt advisor"*** and all associated logos and representations thereof;

"Transfer Date"	:	the date on which Completion occurs;
"Trust Accounts"	:	the trust bank accounts set up, or in the process of being set up, by the Seller, in her capacity as a licensed insolvency practitioner, in respect of IVA Clients, the balances as at the date of this Agreement being set out in the seventh schedule;
"TUPE"	:	the Transfer of Undertakings (Protection of Employment) Regulations 2006;
"Underlease"	:	an underlease of the Property in the agreed form to be entered into on the Completion Date between (1) Union Pension Trustees Limited and Beverley Ellice Budsworth and (2) the Buyer;
"United Kingdom"	:	the United Kingdom of Great Britain and Northern Ireland;
"VAT"	:	value added tax;
"VATA 1994"	:	the Value Added Tax Act 1994 and all other statutes, statutory instruments, regulations and notices containing provisions relating to VAT;
"Warranties"	:	the representations and warranties referred to in clause 14.1 and set out in the fifth schedule; and "Warranty" means any of them;
"Warranty Claim"	:	a claim by the Buyer against the Seller that any Warranty is untrue or inaccurate in any respect or is misleading;
"Website"	:	the websites with the domain names www.thedebtadvisor.co.uk and www.thebusinessdebtadvisor.co.uk ;
"Work in Progress"	:	work in progress of the Business as at the Transfer Date which has not been invoiced prior to or as at the Transfer Date and includes all amounts receivable or received in respect of that work in progress;
"Working Time Regulations"	:	the Working Time Regulations 1998 (SI 1998/

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1.2 In this Agreement, unless the context otherwise requires:

1.2.1 words in the singular include the plural and vice versa, and words in one gender include any other gender;

1.2.2 a reference to a statute or statutory provision includes:

- (a) any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978) made under it;
- (b) any repealed statute or statutory provision which it re-enacts (with or without modification); and
- (c) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;

1.2.3 a reference to:

- (a) each Party includes its successors in title and permitted assigns;
- (b) a **"person"** includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
- (c) clauses and schedules are to clauses of, and schedules to, this Agreement, and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;
- (d) any provision of this Agreement is to that provision as amended in accordance with the terms of this Agreement;
- (e) any document being **"in the agreed form"** means in a form which has been agreed by the Parties on or before the date of this Agreement and for identification purposes signed by them or on their behalf by the Buyer's Solicitors and the Seller's Solicitors; and
- (f) **"indemnify"** and **"indemnifying"** any person against any circumstance include indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against him and all loss or damage and all payments, costs or expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;

1.2.4 except as set out in sub-clause 1.1, terms defined in the Companies Act 1985 have the meanings attributed to them by that Act;

- 1.2.5 "sterling" and the sign "£" mean pounds sterling in the currency of the United Kingdom provided that if, following the introduction of the Euro, pounds sterling ceases to exist as the currency of the United Kingdom, then all references in this Agreement to "pounds sterling" and "£" shall be construed as references to the Euro at the conversion rate applicable at the close of the latest Business Day before the day on which pounds sterling ceased to exist;
- 1.2.6 the table of contents and headings are for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.7 general words shall not be given a restrictive meaning:
- (a) if they are introduced by the word "other" by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
 - (b) by reason of the fact that they are followed by particular examples intended to be embraced by those general words; and
- 1.2.8 where any statement is qualified by the expression "so far as the Seller is aware" or "to the best of the Seller's knowledge and belief", or any similar expression, the Seller shall be deemed to have knowledge of anything of which she would have known about had she made due and careful enquiry of the financial controller and managers of the Business and the professional advisers who act, or at the relevant time acted, for her or in relation to the Business.

2. PRELIMINARY STATEMENTS

- 2.1 The Seller has for some time past carried on the Business.
- 2.2 The Seller has agreed to sell, and the Buyer has agreed to buy, the Business and the Assets with a view to carrying on the Business as a going concern in succession to the Seller, on the terms of this Agreement.
- 2.3 The Buyer is a wholly owned subsidiary of Compass.

3. CONDITIONS PRECEDENT

- 3.1 Except for the obligations set out in this clause 3 and clauses 25 (Confidentiality), 26 (Termination and Rescission) and 28 (Announcements), the obligations of the Parties under this Agreement are in all respects conditional upon:
- 3.1.1 a resolution being passed at an extraordinary general meeting of Compass approving the purchase by the Buyer of the Business and the Assets and the passing of any other resolutions as may be proposed at such extraordinary general meeting in the agreed form; and

3.1.2 admission to AIM of the Consideration Shares and 11,250,000 new Ordinary Shares of 0.5 pence each.

The parties shall use all reasonable endeavours to procure that the conditions stated in Clauses 3.1.1 and 3.1.2 are fulfilled as soon as practicable and in any event on or before 30 June 2006.

3.2 If Conditions 3.1.1 or 3.1.2 is not satisfied in full by 30 June 2006 then, save for accrued rights arising in respect of the operative provisions of this Agreement, the remainder of this Agreement (except for this sub-clause and Clauses 26 (Termination and Rescission) and 28 (Announcements) shall thereupon become null and void ab initio and none of the Parties shall have any rights against any other Party under this Agreement except for failure to use reasonable endeavours.

3.3 The Seller undertakes to the Buyer that pending Completion (save with the prior consent of the Buyer such consent not to be unreasonably withheld or delayed) or the earlier termination of the obligations of the Parties under this Agreement pursuant to Clauses 3.2 or 17.2 it will:

3.3.1 operate the Business in its usual way so as to maintain the Business as a going concern and not discontinue or cease to operate all or a material part of the Business;

3.3.2 not acquire or dispose of, or agree to acquire or dispose of, any asset having a value in excess of £5,000 except in the usual and ordinary course of its trade nor assume or incur a liability, obligation or expense (actual or contingent) having a value in excess of £5,000 except in the usual and ordinary course of its trade and on normal arms-length terms;

3.3.3 not do, or allow to be done, any act or thing which it knows or ought reasonably to have known is likely to adversely affect the Goodwill or the relationship of the Business with its customers, suppliers, business contacts or Employees;

3.3.4 not create, or agree to create, any Encumbrance over the Business or any Asset or redeem, nor agree to redeem, any existing Encumbrance over the Business or any Asset;

3.3.5 ensure that no contracts which are for periods of 3 months or more or which it knows or ought reasonably to have known will be unprofitable are entered into in connection with the Business;

3.3.6 not knowingly take any action which is or is likely to constitute or cause a breach of any of the Warranties;

- 3.3.7 not permit any insurance policy relating to the Business or Assets to lapse, nor knowingly do or permit to be done anything which would make any such policy void or voidable;
 - 3.3.8 not provide or agree to provide any non-contractual benefit to any Employee or their dependants;
 - 3.3.9 not induce (directly or indirectly), or attempt to induce, any Employee to terminate their employment; and
 - 3.3.10 inform the Buyer of any changes to the balances of any Trust Account and the issuing of any invoice in respect of Work in Progress.
- 3.4 The Seller undertakes with the Buyer that, from the date of this Agreement to Completion, it shall not, without the prior written consent of the Buyer (such consent not to be unreasonably withheld or delayed):
- (a) dismiss any of the Employees or engage, employ or offer to employ or engage any person in the Business other than the Employees; or
 - (b) amend (or agree to amend) the terms of employment of any of the Employees other than in the normal course of business; or
 - (c) engage in any litigation in relation to the Business or any of the Assets (other than by way of defending or counterclaiming in relation to any litigation brought against it).
- 3.5 The Seller shall as soon as reasonably practicable disclose to the Buyer in writing any matter or thing which becomes known to it before Completion which is or might be a breach of, might reasonably be expected to cause or constitute a breach of or is inconsistent with or may render inaccurate or misleading any of the Warranties, or which is a breach of, or may otherwise give rise to a claim under, any other provision of this Agreement.
- 3.6 The Seller shall as soon as reasonably practicable disclose to the Buyer in writing any matter or thing which becomes known to it before Completion which it considers has, or is likely to have, a material and/or adverse effect on the Business as presently conducted, or on the financial or trading position of the Business.
- 3.7 The Seller shall procure that until Completion, the Buyer and its advisers shall be given promptly on request access at all reasonable times to:
- (a) the Employees;
 - (b) the Records; and
 - (c) such further facilities and information relating to the Business as it may reasonably require.

4. SALE AND PURCHASE

- 4.1 The Seller with full title guarantee shall sell to the Buyer and the Buyer shall buy, in each case as at the Transfer Date, the Business and:
- 4.1.1 the Moveable Assets;
 - 4.1.2 the Work in Progress;
 - 4.1.3 the Computer System;
 - 4.1.4 the Business Information;
 - 4.1.5 the Goodwill;
 - 4.1.6 the Intellectual Property;
 - 4.1.7 the Websites;
 - 4.1.8 the benefit (so far as they can lawfully be assigned, transferred to or held in trust for the Buyer) of the Claims;
 - 4.1.9 the benefit (subject to the burden) of the Contracts;
 - 4.1.10 the Records; and
 - 4.1.11 all other property, rights and assets employed, exercised or enjoyed in or in connection with the Business.
- 4.2 The Business and Assets are sold free from all Encumbrances and all other rights exercisable by third parties (including those which the Seller does not, and could not reasonably be expected to, know about).
- 4.3 Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall have no effect for the purposes of this Agreement.
- 4.4 Title in, and risk of loss or damage to, the Assets shall pass to the Buyer on Completion. From Completion the Seller shall hold the Assets on trust for the Buyer absolutely until they shall have been delivered, formally transferred or assigned to the Buyer, and shall act in accordance with the Buyer's instructions in respect of any Asset which it so holds as trustee.
- 4.5 The following shall be excluded from the sale under this Agreement:
- (a) the Excluded Assets;
 - (b) the Excluded Liabilities.

5. CONSIDERATION

- 5.1 The purchase consideration for the Assets shall be £2,000,000 (exclusive of VAT), which is payable partly in cash (as to £1,000,000) and partly by the allotment and issue of shares in Compass at Completion in accordance with clause 7.2.2, and in addition the Buyer shall assume, with effect from Completion, the obligations of the Seller under the Contracts in accordance with clause 9.
- 5.2 The purchase consideration shall be apportioned between the Assets as set out in the sixth schedule.

6. VALUE ADDED TAX

- 6.1 Where one Party (the "**Supplier**") makes or is deemed to make a supply to the other Party (the "**Recipient**") for the purposes of VAT, whether the supply is for a monetary consideration or otherwise, the Recipient shall pay to the Supplier an amount equal to the VAT and any penalty or interest chargeable to the extent that it is attributable to any delay by the Recipient in addition to the consideration provided in this Agreement. The Recipient shall account to the Supplier for any amount so payable upon presentation of a valid VAT invoice from the Supplier.
- 6.2 If any amount paid by the Recipient to the Supplier in respect of VAT is subsequently found to have been paid in error, the Supplier shall repay such amount to the Recipient and the Supplier shall at the same time present to the Recipient a valid VAT credit note where by law it is required so to do.
- 6.3 The Supplier shall be entitled to demand any amount payable under clause 6.1 at any time on or after the time of the supply and the Recipient shall be entitled to demand any amount repayable under clause 6.2 at any time after the error is discovered, and any such amounts shall be paid or repaid within five Business Days following the date of the demand, but such amounts shall not be payable or repayable unless and to the extent that the Supplier has issued to the Recipient an invoice pursuant to clause 6.1, or the error referred to in sub-clause 5.2 is discovered, more than three years after the Supplier's accounting period.
- 6.4 The Seller and the Buyer agree that the sale of the Assets is for VAT purposes, the transfer of the business of the Seller as a going concern for the purposes of both section 49 of the VATA 1994 and article 5 of the Value Added Tax (Special Provisions) Order 1995 ("**Article 5**"). The Seller and the Buyer shall use their reasonable endeavours to ensure that, pursuant to such provisions, the sale of the Assets is treated as neither a supply of goods nor a supply of services for the purposes of VAT.
- 6.5 The Buyer warrants that:
- 6.5.1 it is, or shall be at Completion, a taxable person and duly registered for the purposes of VAT; and

6.5.2 with effect from Completion it intends to use the Assets in carrying on the same kind of business as previously carried on by the Seller.

6.6 The Seller shall ask Customs for permission to retain such of the financial records as relate to VAT and shall retain them if Customs so determine. In this event, the Seller shall:

6.6.1 preserve such records in the United Kingdom for such period as may be required by law; and

6.6.2 allow the Buyer and its agents (at the Buyer's sole expense) on giving reasonable notice and at all reasonable times to have access to such records and to take copies thereof.

If Customs do not grant permission for the Seller to retain such records, the Seller shall promptly notify the Buyer of this and shall forthwith deliver such records to the Buyer, and sub-clauses 6.6.1 and 6.6.2 shall apply as if references to the Seller were references to the Buyer and vice versa.

7. **COMPLETION**

7.1 Completion shall take place at the offices of the Buyer's Solicitors on the Business Day upon which the condition stated in clause 3.1.2 is fulfilled or on such other date as the Parties may agree but in any event no later than 30 June 2006.

7.2 On Completion:

7.2.1 the Seller shall permit the Buyer to enter into and take possession of the Business and shall deliver or cause to be delivered to the Buyer:

- (a) the Underlease duly executed;
- (b) if required by the Buyer, duly executed agreements in agreed form for the assignment or novation of the benefit of the Contracts to the Buyer, or as the Buyer shall direct, and all the requisite consents and licences for such assignments;
- (c) if required by the Buyer, duly executed assignments and licences in agreed form of the Intellectual Property (including, without limitation, any required assignments of trade marks) together with the TM 16 form, in the agreed form;
- (d) the Assets which are capable of transfer by delivery;
- (e) any instruments of transfer which the Buyer may reasonably require to vest title in the Assets (including, without limitation, transfers, conveyances and assignments) together with all deeds

and documents of title relating to the Assets;

- (f) the Records;
- (g) releases from the holders of all outstanding Encumbrances over the Business and/or any of the Assets;
- (h) a counterpart of a service agreement between (1) Compass and (2) the Seller in the agreed form, duly signed by the Seller;
- (i) an original special resolution of the members of Debt Advisor resolving to change its name to Timelab Limited and a cheque payable to Companies House in the sum of £10 which the Buyer shall file at Companies House; and
- (j) the Lock In Deed duly executed;

7.2.2 when the Seller has complied with the provisions of clause 7.2.1 the Buyer shall (and in respect of clauses 7.2.2 (a) (d) and (e) Compass shall):

- (a) deliver to the Seller a counterpart of a service agreement between (1) Compass and (2) the Seller in the agreed form, duly signed on behalf of Compass;
- (b) deliver to the Seller a counterpart Underlease, duly signed by the Landlord;
- (c) pay that part of the purchase consideration payable pursuant to clause 5.1, to the Seller by way of electronic funds transfer for same day value to the credit of the client account of the Seller's Solicitors at Lloyds TSB Bank plc of 55 Corn Street, Bristol, account number 0032703 sort code 30-00-01;
- (d) procure the allotment and issue to the Seller of, and Compass shall allot and issue to the Seller ordinary shares of 0.5p each in the capital of Compass (such number of shares having an aggregate market value on the date of Completion of £1,000,000 (based on the average price at which they have traded over the seven dealing days before Completion) and deliver to the Seller a duly executed share certificate in respect of such shares; and
- (e) deliver to the Seller the Lock In Deed duly executed.

7.3 Each Party undertakes to indemnify the other against any loss, expense or damage which that Party may suffer as a result of any document delivered to it under this clause 7 being unauthorised, invalid or for any other reason ineffective.

8. POST-COMPLETION OBLIGATIONS

- 8.1 For the period of six months starting from the Transfer Date, the Seller shall, forthwith upon receipt, forward to the Buyer any notices, correspondence, information or enquiries that relate to the Business.
- 8.2 The Seller shall preserve or procure the preservation of all books, documents and records relating to the Business in respect of the period prior to Completion which it retains following Completion for a period of seven years, and shall allow, upon being given reasonable notice and during business hours, the Buyer and/or its agents, accountants or other representatives access to, and at the Buyer's expense to take copies of, them.
- 8.3 The Buyer shall preserve or procure the preservation of the Financial Records for the period of seven years starting from the Transfer Date and shall permit and allow, upon giving reasonable notice and during business hours, the Seller and/or its agents, accountants or other representatives access to, and at the Seller's expense to take copies of, them.
- 8.4 If the Buyer or the Seller receives any money after Completion that belongs to the other, the recipient shall (subject to any provisions to the contrary contained in this Agreement) hold them on trust for, and account to that other for them, within five Business Days of receipt.

9. CONTRACTS

- 9.1 With effect from Completion, the Buyer shall assume the obligations, and become entitled to the benefits, of the Seller under the Contracts.
- 9.2 The Seller undertakes with effect from Completion to assign to the Buyer or to procure the assignment to the Buyer of all of the Contracts that are capable of assignment without the consent of other contractual parties.
- 9.3 If any Contract cannot be assigned by the Seller to the Buyer except by an agreement of novation or with a consent to assignment or without the assignment constituting an event of default or termination, no assignment takes place by virtue of this Agreement until legally able to do so, but:
- 9.3.1 the Seller and the Buyer shall (at the request of the Buyer) together take all reasonable steps to procure that the Contract be novated or to obtain the consent or waiver to the event of default or to the termination;
- 9.3.2 unless or until the Contract has been novated or assigned or the provision waived, the Seller shall hold the Contract on trust for the Buyer;
- 9.3.3 the Buyer shall, at its own cost and for its own benefit, perform the Seller's obligations under the Contract arising after Completion

and shall carry out and complete it (or shall procure that it is carried out and completed), to the extent that it has not previously been carried out or completed, in the ordinary course in a proper and workmanlike manner and in accordance with its respective terms; and

9.3.4 unless the Buyer is prevented by the other party to the contract from performing it, the Buyer shall indemnify the Seller against the defective or negligent performance or non-performance of the Contract.

9.4 If, prior to the Transfer Date, the Seller has sub-contracted the performance of any Contract to any person, the Buyer shall, on behalf of the relevant customer, seek or accept delivery from such person of the goods or other products or services in respect of which that Contract was made and shall make it available to, or for collection by, such customer.

10. LIABILITIES

10.1 The Buyer shall with effect from the Transfer Date, assume responsibility for and Compass shall indemnify the Seller against the payment and performance of the Assumed Liabilities.

10.2 Nothing in this Agreement shall pass to the Buyer, or shall be construed as acceptance by the Buyer of, any liability, debt or other obligation of the Seller (whether accrued, absolute, contingent, known or unknown) for anything done or omitted to be done before Completion in the course of or in connection with the Business or the Assets (save to the extent that any such liability is included in the Assumed Liabilities) and the Seller shall:

- (a) indemnify the Buyer against any obligations arising therefrom, including the Excluded Liabilities; and
- (b) perform any obligation falling due for performance or which should have been performed before Completion, including the Excluded Liabilities.

11. EMPLOYEES AND PENSIONS

11.1 The Parties acknowledge and agree that, pursuant to TUPE, the contracts of employment between the Seller and each of the Employees will have effect from the Transfer Date as if originally made between the Buyer and each Employee.

11.2 All salaries, wages, bonuses and other emoluments, all statutory contributions and all income tax deductible under PAYE for which the Seller is accountable, all employer's contributions to the Seller's pension and insurance schemes or scheme and all other employment costs and holiday pay (including any accrued but untaken holiday pay up to and including 31 May 2006) in respect of the Employees will be borne by the Seller in respect of the period up to and including 31 May 2006 and whether or not due for payment and in respect of

the period after the 31 May 2006 will be borne by the Buyer and will if necessary be apportioned on a time basis. Each of the Seller and the Buyer will keep the other indemnified against any such payments and Tax.

11.3 The Buyer and the Seller acknowledge, represent and warrant that they have complied with regulation 13 of TUPE, subject to, in the case of the Seller the Buyer providing the Seller with the information required to enable the Seller to comply with its obligations under regulation 13 of TUPE.

11.4 The Seller shall indemnify and keep the Buyer indemnified without limitation against all costs, claims, losses, liabilities, legal remedies, compensation, court or tribunal orders, penalties, fines or awards and expenses (including legal expenses) which the Buyer may incur in relation to any Employee, former employee (and any other individual who is employed in the Business or regarded by a competent authority to be an employee of the Seller prior to Completion):

11.4.1 arising out of or in connection with any claim made by or on behalf of any person that relates to his employment by the Seller prior to Completion;

11.4.2 arising out of or in connection with a dismissal by the Seller of any employee (including Employees) prior to Completion and which the Buyer may incur pursuant to TUPE; and

11.4.3 arising out of the Seller's failure to discharge its duty to consult with its Employees in accordance with regulation 13 of TUPE except to the extent that the failure or any action or claim (or any part of such action or claim) arises from any failure by the Buyer to give the Seller the information required from the Buyer to enable the Seller to comply with its obligations under TUPE.

and in any event, without limitation, the Seller shall indemnify the Buyer against each loss, liability and cost which the Buyer may incur in connection with the deemed transfer of the Seller's liabilities to the Buyer by regulation 3 of TUPE and anything done by the Seller prior to Completion which is deemed to have been done by the Buyer by TUPE (including, without limitation, each loss, liability and cost incurred as a result of defending or settling a claim alleging such a liability).

11.5 The Seller shall indemnify and keep the Buyer indemnified against all costs, claims, losses, liabilities and expenses (including legal expenses) which the Buyer may incur in relation to any claim made by any representative of a trade union recognised by the Seller, or by any candidate for election or representative of the Seller's employees who is elected by the Seller's employees either for the purposes of any Workforce Agreement (as that term is defined in the Working Time Regulations) or for any other purpose for which representatives of the Seller's employees are elected arising out of or in connection with any act or omission by the Seller, or any other event, matter or circumstance occurring

prior to Completion except to the extent that any action or claim (or any part of such action or claim) or any act or omission or other event, matter or circumstance arises from any failure by the Buyer to give the Seller the information required from the Buyer to enable the Seller to comply with its obligations under TUPE.

11.6 The Buyer and Compass shall indemnify and keep the Seller indemnified without limitation against all costs, claims, losses, liabilities, legal remedies, compensation, court or tribunal orders, penalties, fines or awards and expenses (including legal expenses) arising out of or in connection with:

11.6.1 any claim made at any time whether brought against the Seller or the Buyer by or on behalf of an Employee arising from any change to the Employee's terms and conditions and/or working relationship to the detriment of the Employee where such change has been proposed by or is imposed or is casually linked to the Buyer and which is to take effect on or after Completion;

11.6.2 the employment or termination of employment of any Employee (whether or not terminated by the giving of notice and, if by the giving of notice, whenever that notice expires) on or after Completion;

11.6.3 any act or omission of the Buyer in respect of the employment of the Employees or any event or matter or other occurrence having its origin on or after Completion; and

11.6.4 any action or claim (including any liabilities or costs resulting from it) under Regulation 13 of TUPE by any Employee, former employee or any other employee of the Seller arising out of the failure of the Buyer to inform and consult pursuant to the Regulations with any appropriate representative, Employee or any other employee or former employee of the Seller with respect to any affected employees (as defined in TUPE).

11.7 As soon as reasonably practicable after Completion the Buyer and the Seller shall together deliver to each of the Employees a letter, in the agreed form, notifying the Employees of the transfer of their employment to the Buyer.

11.8 If any contract of employment of a person who is not one of the Employees is deemed to have been effected between the Buyer and such person as a result of the provisions of TUPE, then:

11.8.1 the Buyer may, within 20 Business Days of becoming aware of the application of TUPE to any such contract, terminate such contract giving appropriate contractual notice and following the statutory requirements of the dispute resolution procedures in the Employment Act 2002 and the Employment Act (Dispute Resolution) Regulations 2004 and a fair and reasonable procedure;

- 11.8.2 the Seller will indemnify the Buyer in full against any actions, proceedings, costs, claims, demands, awards, fines, orders, expenses and liability whatsoever (including legal and other professional fees and expenses) in relation to such person whether arising directly or indirectly out of or in connection with such termination or otherwise, and against any sums payable to or in relation to such person in respect of his/her employment after the date of Completion to the date of such termination; and
- 11.8.3 when reasonably required to do so by the Buyer the Seller will assist the Buyer in taking and/or defending and proceedings by and/or against the Buyer in connection with the termination of such contract of employment.

12. RESTRICTIVE COVENANTS

- 12.1 In order to assure to the Buyer the full benefit of the Business and the Goodwill and the Intellectual Property, the Seller undertakes with the Buyer that without the prior written consent of the Buyer (which is not to be unreasonably withheld or delayed) the Seller shall not, either alone or in conjunction with or on behalf of any other person, do any of the following things:
- 12.1.1 within three years after the Completion Date carry on or be engaged, concerned or interested in (except as a holder of shares in a listed company which confer not more than 3% of the votes which could normally be cast at a general meeting of that company) any business that competes with any material part of the Business as now carried on;
- 12.1.2 except in the circumstances referred to in clause 26.2, disclose to any other person any information which is secret or confidential to the business or affairs of the Business or use any such information to the detriment of the Business for so long as that information remains secret or confidential;
- 12.1.3 in relation to a business which is competitive or likely to be competitive with the Business as carried on at Completion, use any trade or business name or distinctive mark, style or logo used by or in the Business at any time during the two years before Completion, or anything intended or likely to be confused with it;
- 12.1.4 neither before nor within three years after the Completion Date solicit or seek to entice away any Employee whether or not such person would commit a breach of his contract of employment by reason of leaving the service of the Buyer; or
- 12.1.5 neither before nor within three years after the Completion Date accept orders from any person to whom the Business has sold its

services in the one year before Completion in respect of similar services.

- 12.2 Each undertaking contained in clause 12.1 shall be construed as a separate and independent undertaking. If any of those undertakings is determined to be unenforceable in whole or in part, its unenforceability shall not affect the enforceability of the remaining restrictions or (in the case of restrictions enforceable in part) the remainder of that restriction.

13. WARRANTIES

- 13.1 The Seller warrants to the Buyer that each of the statements set out in the fifth schedule is true and accurate in all respects and is not misleading at the date of this Agreement and will continue to be true and accurate in all respects and not misleading up to and including Completion.
- 13.2 Each of the Warranties is a separate and independent Warranty and shall not be limited by reference to any other Warranty or anything in this Agreement.

14. CLAIMS

- 14.1 The Seller undertakes to disclose in writing to the Buyer anything which she knows is or may constitute or be the subject matter of a Warranty Claim or may be inconsistent with the contents of the Disclosure Letter as soon as reasonably practicable after it comes to her notice.
- 14.2 If, in respect of or in connection with any Warranty Claim, any amount payable to the Buyer by the Seller is subject to Taxation, the amount to be paid to the Buyer by the Seller shall be such so as to ensure that the net amount retained by the Buyer after such Taxation has been taken into account is equal to the full amount which would be payable to the Buyer had the amount not been subject to Taxation.
- 14.3 If any Warranty Claim is made, the Seller shall not make any claim against any employee of the Business on whom she may have relied before agreeing to any terms of this Agreement or authorising any statement in the Disclosure Letter.
- 14.4 Any amount paid by the Seller to the Buyer in respect of any of the provisions of this Agreement shall be treated as paid to the Buyer by way of pro rata reduction in the consideration payable for the purchase of the Business and the Assets.

15. LIMITATIONS ON SELLER'S LIABILITY

- 15.1 In the absence of fraud or dishonesty on the part of the Seller the liability of the Seller shall be limited as set out in the tenth schedule.

16. PARTIES' REMEDIES

- 16.1 The Seller undertakes to disclose in writing to the Buyer anything which is or which she considers may constitute a Warranty Claim or be inconsistent with the contents of the Disclosure Letter as soon as reasonably practicable after it comes to her notice either before, at the time of, or after Completion.
- 16.2 If, between the date of this Agreement and Completion, the Buyer becomes aware that any of the Warranties was in any material respect untrue, misleading, incorrect or unfulfilled then the Buyer shall be entitled to rescind this Agreement by notice in writing to the Seller. For the purposes of this clause, material shall mean a breach of Warranty which is reasonably likely to result in Losses of £500,000 or more (after taking into account the limitations set out in the tenth schedule) or revocation of the Seller's licence to operate as an insolvency practitioner.
- 16.3 The rights and remedies of the Buyer in respect of any breach of the Warranties shall not be affected by Completion or by any investigation made, or which could have been made, by it or on its behalf into the affairs of the Business or the Seller.

17. ENTIRE AGREEMENT

- 17.1 This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the Parties and supersede any previous agreements made or existing between the Parties before or simultaneously with this Agreement and relating to the subject matter of this Agreement (all of which shall be deemed to have been terminated by mutual consent with effect from the date of this Agreement but without prejudice to the rights and liabilities of the Parties accrued before such date).
- 17.2 Each of the Parties acknowledges and agrees that on entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 17.3 The only remedy available to a Party for a breach of this Agreement shall be for breach of contract under the terms of this Agreement.
- 17.4 Nothing in this clause 17 shall, however, operate to limit or exclude any liability for fraud.
- 17.5 Except as otherwise permitted by this Agreement no change to its terms shall be effective unless it is in writing and signed by or on behalf of both Parties.

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly provided in this Agreement, no term of this Agreement is

enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

19. ASSIGNMENT

This Agreement shall be binding upon and enure for the benefit of the successors of the Parties.

20. EFFECT OF COMPLETION

Except to the extent already performed, all the provisions of this Agreement shall, so far as they are capable of being performed or observed, continue in full force and effect notwithstanding Completion.

21. INVALIDITY

If any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, but it shall not affect the enforceability of the remainder of this Agreement, nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

22. RELEASES AND WAIVERS

22.1 The rights, powers and remedies conferred on either Party by this Agreement and remedies available to either Party are cumulative and are additional to any right, power or remedy which that Party may have under general law or otherwise.

22.2 Any Party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this Agreement by another Party without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

22.3 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any Party shall constitute a waiver by that Party of, or impair or preclude any further exercise of, that or any other right, power or remedy arising under this Agreement or otherwise.

23. FURTHER ASSURANCE

After Completion, the Seller shall execute such documents and take such steps as the Buyer may reasonably require to vest the full title to the Business and Assets in the Buyer and to give the Buyer the full benefit of this Agreement.

24. TIME OF THE ESSENCE

Except as otherwise expressly provided, time is of the essence as regards every obligation of each Party under this Agreement.

25. CONFIDENTIALITY

- 25.1 Except as referred to in clause 25.2, each Party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions or subject matter of this Agreement, to the other Party or the negotiations relating to this Agreement.
- 25.2 Each Party may disclose information which would otherwise be confidential if and to the extent that:
- 25.2.1 it is required to do so by law or any securities exchange or regulatory or governmental body to which it (or a member of its group) is subject wherever situated;
 - 25.2.2 it considers it necessary to disclose the information to its professional advisers, auditors and bankers provided that it does so on a confidential basis;
 - 25.2.3 the information has come into the public domain through no fault of that Party; or
 - 25.2.4 the other Party has given its consent in writing.

26. TERMINATION AND RESCISSION

- 26.1 Without prejudice to any remedy available to any Party arising out of any outstanding breach of this Agreement, if this Agreement is terminated in accordance with its terms, the following shall occur:
- 26.1.1 if the Agreement is terminated because the Conditions in Clauses 3.1.1 or 3.1.2 are not fulfilled then:
 - 26.1.1.1 the Buyer shall indemnify the Seller for all costs, charges and expenses incurred by it in connection with the negotiations, preparation and determination or rescission of this Agreement and all matters which this Agreement contemplates;
 - 26.1.1.2 the restrictions contained in clauses 25 (Confidentiality) and 28 (Announcements) shall continue to apply; and
 - 26.1.1.3 except as referred to in clause 26.1.1.1, all obligations of the Buyer and the Seller under this Agreement shall cease.

26.1.2 If the Agreement is terminated pursuant to the provisions of clause 17.2 then:

26.1.2.1 the Seller shall indemnify the Buyer for all costs, charges and expenses incurred by it in connection with the negotiations, preparation and determination or rescission of this Agreement and all matters which this Agreement contemplates;

26.1.2.2 the restrictions contained in Clauses 25 (Confidentiality) and 28 (Announcements) shall continue to apply; and

26.1.2.3 except as referred to in Clause 26.1.2.1 all obligations of the Buyer and the Seller shall cease.

26.2 Any right of rescission expressly granted to the Buyer or the Seller (as the case may be) in this Agreement shall be in addition to any right of rescission each may have under any statutory enactment or at law and in addition to (and without prejudice to) any other rights or remedies of the Buyer. The exercise or failure by the Buyer to exercise any such right of rescission shall not constitute a waiver of such other rights or remedies.

26.3 If this Agreement is rescinded under clause 17.2 the Buyer shall not be bound to proceed with the purchase of the Business and the Assets and (without prejudice to the other rights and remedies of the Buyer) this Agreement shall lapse without the Buyer being liable to the Seller for not so proceeding.

27. SET-OFF

Each of the Seller and the other Parties shall be entitled to set off against sums due by it the amount of any sums due to it from the other Party(ies).

28. ANNOUNCEMENTS

28.1 Subject to clause 28.2, no announcement concerning the terms of this Agreement shall be made by or on behalf of any of the Parties without the prior written consent of the others, unless such consent shall have been unreasonably withheld or delayed.

28.2 Any announcement or circular required to be made or issued by either Party (or a member of its group) by law or under the regulations of the London Stock Exchange plc or the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers may be made or issued by that Party without consent if it has first sought consent and given the other Party a reasonable opportunity to comment on the subject matter and form of the announcement or circular (given the time scale within which it is required to be released or

despatched).

29. COSTS AND EXPENSES

- 29.1 Except as referred to in clauses 26 and 29.2, each Party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Agreement.
- 29.2 The Buyer shall pay all stamp and other transfer duties and registration fees applicable to any document to which it is a party and which arise as a result of or in consequence of this Agreement.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by each of the Parties on separate counterparts, each of which when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.

31. NOTICES

- 31.1 Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall (unless otherwise provided by this Agreement or the statute, law or regulation concerned) be in writing and shall be sufficiently given if forwarded by hand, first class or special delivery mail to the respective Parties as follows:

- 31.1.1 in the case of the Buyer to:

FAO: Mike Sutcliffe and Mark Walker
Compass Finance Group plc
2nd Floor, Warwick House
Hollins Brook Way
Pilsworth
Bury
Lancashire
BL9 8RR

- 31.1.2 in the case of the Seller to:

60a Marple Road
Charlesworth
Glossop
SK13 5DA

or to such other address in the United Kingdom as may from time to time be designated by either Party to the other in accordance with this clause.

31.2 Any such notice shall be in the English language and shall be deemed to have been received and given:

31.2.1 in the case of delivery by hand, at the time of delivery; and

31.2.2 in the case of first class or special delivery mail, two days after the date of mailing;

31.3 A Party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

32. GOVERNING LAW AND JURISDICTION

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

32.2 The Parties hereby submit to the exclusive jurisdiction of the courts of England for all purposes in connection with this Agreement.

32.3 The Parties hereby agree that any legal proceedings may be served on them by delivering a copy of such proceedings to them at their respective addresses for the time being designated for the purpose of giving notices under clause 31.1.

IN WITNESS of which this Agreement has been executed on the date first stated on page 1 above.

FIRST SCHEDULE

Employees

UPDATED 7
APRIL 2006

Name	DOB	Docs	NI No.	Start Date	Current Salary £	Title/grade	Notice Period	Working Hours	Comm'n's	Car Allowance £	Bonus	Benefits
* Heather Bamforth	12.12.78	X	JS594596A	7.10.02	23,500	Supervisor	Resignation submitted - due to leave on 2 June 2006	9am to 5.30pm	£25 per case		£250 Dec & June	Pension Contribution of £40 per month
Allison Whyborn	8.4.70	X	NS826444B	24.5.01	16,470	Simple IVA's		9am to 4.30pm with 1/2 hour lunch		240		Has Managers car allowance of £240 (pro-rata) per month Works 3 days per week Pension Contribution at £35 p.m.
Christopher Haughton	26.6.53	X	YS832549A	21.6.01	23,625	Office Manager		9am to 5.30pm		400		Has manager's car allowance of £400 per month
Kay Jeffrey	19.9.79	X	JR955804A	20.1.03	27,600	Marketing Supervisor		9am to 5.30pm	See Schedule			Pension contribution of £21.25 per month

*Francesca Tackie	13.6.80	X	JH399550C	29.9.03	21,500	Corporate and Complex Cases	9am to 5.30pm	£250 Dec & June	Pension Contribution of £36.66 per month
						Snr Administrator			

*Sarah Plevin	30.3.74	X	JA463178C	2.2.04	32,600	Manager	9am to 5.30pm	400	Has managers car allowance of £400 per month
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Liam Dervin	4.2.82	X	JG669670C	1.6.04	20,000	Snr Sales Advisor	9am to 5.30pm but can adjust hours to carry out client calls in evening	See Schedule	Was £21,000 to 28.2.06 then reduced to £20,000
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Collette Krog	29.3.73	X	SC579306C	22.12.04	18,500	Simple IVA's	8.30am to 4.30pm with half hour lunch	£250 Dec & June	
						Administrator			

Dawn Rhodes	14.3.75	X	JC476902C	4.4.05	20,996	Cashier/Supervisor	8.30am to 4.30pm with 1/2 hour lunch	£250 Dec & June	£217 per month sacrificed for nursery vouchers
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Joanne Siu	29.10.83	X	J5726674C	9.1.06	15,500	Administrator	9am to 5.30pm	£250 Dec & June
Andrej Smolenko	28.1.79	X	SC087078D	23.1.06	15,500	Simple IVA's/Administrator	9am to 5.30pm	£250 Dec & June
Robert Hanley	20.07.84	X	JP086775D	27.03.06	15,000	Simple IVA's/Administrator	9am to 5.30pm	£250 Dec & June
James Pearson	19.12.76	X	JG511465B	03.04.06	22,000	Sales Advisor	9am to 5.30pm but can adjust hours to carry out client calls in evening	See Schedule Reduces to £21,000 from 1 July 2006 when commission payments kick in
Jennifer Bramah	24.01.84	X	TBA	26.04.06	16,500	Simple IVA's/Administrator	9am to 5.30pm	£250 Dec & June
Stacey Banks	05/07/1988		JT713713B	04/04/2006	£4 per hour	Junior	NA	

EMPLOYEE NOTES

16.2

Holiday Entitlement

The holiday year runs from 1 January to 31 December. Holiday entitlement should normally be taken within this period.

Any holiday entitlement not taken during this period and not the subject of agreement with Mrs Budsworth will be

forfeit.

Holiday Entitlement

All Staff up to Manager Grade 20 Days
Manager Grade 23 Days

Holiday entitlement in the holiday year during which employment commences or terminates is calculated as follows:

20 days annual entitlement – 1.67 days per complete month of employment

23 days annual entitlement – 1.92 days per complete month of employment

25 days annual entitlement - 2 days per complete month between January and November and 3 days for December.

Unused holiday can only be carried over from one year to the next with the specific permission of Mrs Budsworth.

As the office closes between Christmas and New Year, you will need to reserve 3 days of your annual entitlement to cover this period.

On termination of employment, holiday entitlement will be calculated. Any holiday taken over and above that to which you are entitled will be deducted from your final salary.

If you join The Practice and leave within 13 weeks, you will not be entitled to any paid holidays other than the normal public holidays which may fall within your period of employment.

16.2(a)

All salaries reviewed 1 January 2006. Annual reviews take place every January.

16.2(b) Commission Structure

Payable for all converted IVA's and mortgages by you as a sales administrator.

1-10 cases per month £40 per converted case

11-15 cases per month £45 "

16 or more cases per month £50 "

IVA converted cases are those where we have received the signed consent back and received their first payment. Converted mortgage cases are those where the practice has received the commission cheque.

16.2c

Pension - Contribution by practice up to maximum of 2% of annual

Benefits

gross salary but must be matched by employee. Only for employees with two or more years continuous service. See schedule.

Bonus Scheme - Applies to administration staff below manager level
See attached handbook for details

Exam Bonus - All staff are entitled to a salary increase of £300 when they successfully pass an insolvency related exam.

Company Contribution to Car expense - Managers entitled to contribution of £400 per month in lieu of company car. The rate at which they are entitled to recover mileage on company business reduces from 36p to 9p per mile

Study Package

* See staff above

For technical administration staff, the practice will pay the study fees for insolvency related studies but this does not related to resits. The benefit includes payment for the courses as well as adequate study leave which is normally one week for each subject plus the day of the exam. The practice will seek to recover the course fees from the employee on the following basis:- 100% of course and exam fees if the employee leaves within 12 months of completing the course, this reduces to 50% of course and exam fees if the employee leaves between 12 and 18 months after completing the course.

Travel Allowance - Mileage 36p per mile for all staff below managers for mileage expenses incurred for business use.

Train/Bus Fare - Employee reimbursed for travel costs which are incurred for business use - this includes travel to and from courses

16.2(d)

Notice Period

Technical staff

During the first 24 weeks employment - 4 Weeks

Thereafter:

Manager - 13 Weeks

Assistant Manager - 8 Weeks

All other staff - 4 Weeks

Support Staff

During the first 24 weeks employment - 1 Weeks

Thereafter:

All staff with up to 4 years service - 4 Weeks

**16.2(e)
Working
Hours**

9.00 a.m. to 5.30 a.m. are normal working hours with 1 hour for lunch.

Certain employees have been allowed to adjust their hours as detailed above

**16.2(f)
Overtime**

Overtime is payable at 1.25 x normal rate of pay during the week and 1.33 x normal rate of pay at weekend.

This does not apply to managers

**16.2(g)
Disciplinary
Action**

Only employee who currently has disciplinary action is Collette

Krog who received a formal warning - see attached formal warning

16.2 (h)

No grievances

16.2 (i)

Bonus to Sarah Plevin - During Jan 2006 appraisal it was agreed that a bonus would be payable equating to 10% of the level of fees/work done which exceeded the budget for her department which at that stage incorporated corporate cases and bankruptcies. The budget for March was £38,750 but actuals only achieved £36,261. However part way through the quarter a decision was taken to incorporate complex IVA's into her department and this has involved a fair degree of non-chargeable work in terms of landing the complex IVA's. As compensation for this Sarah is to be paid a bonus to £250 in April. She has been advised that a SMART bonus system will be devised over the next quarter which will be discussed with her.

16.2(j)

None

SECOND SCHEDULE

Moveable Assets

BUDSWORTH & CO
Furniture & Fittings
Depreciation Schedule
Year ended 30 June 2006

Depreciation rate - 25%

Date	Details	Inv No.	Cost	Acc. Dep	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	TOTAL	NEV
19.7.99	Safe	00029	118.65	118.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19.7.99	Office Cupboards	00029	1,023.50	1,023.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(0.00)
16.8.99	Sturdy ferns - plants etc	00018	56.48	56.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19.8.99	Picture	00021	56.00	56.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23.9.99	Document Holder	00070	9.42	9.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31.3.00	Cupboards	00158	380.92	380.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 30.6.00 additions					1,844.97													
20.12.00	Furniture removals	00296	530.40	530.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26.1.01	Various office furniture	00320	830.00	830.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.4.01	Office blinds	394	238.30	238.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.4.01	Fire extinguishers	398	613.75	613.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12.10.01	Chairs	1024	150.00	140.40	3.12	3.12	3.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.60	0.00
Total 30.6.01 additions					2,362.45													
14.2.02	Sofa for reception	1198	956.60	817.13	19.93	19.93	19.93	19.93	19.93	19.93	19.93	19.93	19.93	19.93	19.93	19.93	179.37	(39.90)
10.4.02	Pictures for reception	cash	79.98	65.13	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	15.03	(0.18)
2.5.02	Filing cupboard	1320	436.34	345.42	9.09	9.09	9.09	9.09	9.09	9.09	9.09	9.09	9.09	9.09	9.09	9.09	81.81	9.11
6.6.02	Chairs	cash	131.06	101.01	2.73	2.73	2.73	2.73	2.73	2.73	2.73	2.73	2.73	2.73	2.73	2.73	24.57	5.48
26.6.02	Desks	1355	390.00	300.81	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13	73.17	16.02
Total 30.6.02 additions					1,993.98													
23.7.02	Shelving	CC	255.30	195.12	5.42	5.42	5.42	5.42	5.42	5.42	5.42	5.42	5.42	5.42	5.42	5.42	48.78	11.40
26.9.02	Conference table	1484	320.00	226.44	6.66	6.66	6.66	6.66	6.66	6.66	6.66	6.66	6.66	6.66	6.66	6.66	59.94	33.62
Total 30.6.02 additions					575.30													
10.10.02	Carpet		58.00	39.93	1.21	1.21	1.21	1.21	1.21	1.21	1.21	1.21	1.21	1.21	1.21	1.21	10.89	7.18
9.12.02	Office chair		150.00	96.72	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	28.08	25.20
30.6.03	Carpet		139.15	72.50	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	26.10	40.55
Total 30.6.03 additions					347.15													
8.7.03	Table		28.20	14.16	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	5.31	8.73
8.7.03	Shelving		48.35	24.24	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	9.09	15.02
2.7.03	Telephone cabling		232.00	115.92	4.83	4.83	4.83	4.83	4.83	4.83	4.83	4.83	4.83	4.83	4.83	4.83	43.47	72.61
3.7.03	Desks & Chairs		735.00	367.44	15.31	15.31	15.31	15.31	15.31	15.31	15.31	15.31	15.31	15.31	15.31	15.31	137.79	229.77
25.9.03	Desks & Chairs		100.00	45.75	2.08	2.08	2.08	2.08	2.08	2.08	2.08	2.08	2.08	2.08	2.08	2.08	18.72	35.52
5.8.03	Ran		25.52	12.19	0.53	0.53	0.53	0.53	0.53	0.53	0.53	0.53	0.53	0.53	0.53	0.53	4.77	8.56
1.10.03	Chair	1993	50.00	21.84	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	9.36	18.80
1.12.03	Computer security boxes	2108	328.00	129.77	6.83	6.83	6.83	6.83	6.83	6.83	6.83	6.83	6.83	6.83	6.83	6.83	61.47	136.76
15.1.04	Computer security boxes		200.00	75.06	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	37.53	87.41
5.2.04	Ladders		15.31	5.44	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	2.88	6.99
Total 30.6.04 additions					1,762.38													

6.1

[illegible]

THIRD SCHEDULE

Part 1

Computer System

(a) Hardware

Depreciation rate - 25%																			
Date	Details	Inv No.	Cost	Acc. Dep	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	TOTAL	NEV	
19.8.99	IT reference Books	00021	24.24	24.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(0.00)	
1.8.99	Computer hardware & Installation	00024	7,457.05	7,457.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
00024	Sage, MS Office & Windows	00024	1,760.00	1,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.8.99	Site Licence for IPS for Windows	00023	4,919.25	4,919.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
23.11.99	Site Licence for IPS for Windows	00108	1,201.25	1,201.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
00108	Desk top computer	00176	590.00	590.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13.4.00	TES Scences	00176	313.51	313.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total 30.6.00 additions			18,265.30	18,265.30															
9.08.00	Computer	00238	590.00	590.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3.1.01	Web page design	308	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
26.3.01	Moving computer & Hub rack	355	628.00	628.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.3.01	Hub	355	65.00	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
28.5.01	PC and installation	426	1,340.00	1,340.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
29.5.01	HP Desigjet	426	70.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3.10.01	Computer & printer	606	374.95	374.95	8.33	8.33	8.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.15	0.00	
12.10.01	Computer & printer	1024	590.00	528.05	7.29	7.29	7.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.95	0.00	
Total 30.6.01 additions			4,443.00	4,365.90															
14.10.02	Computer	CC	724.00	497.64	16.08	15.08	15.08	15.08	15.08	15.08	15.08	15.08	15.08	15.08	15.08	15.08	135.72	90.64	
3.1.03	Security boxes	1593	140.00	87.60	2.82	2.92	2.92	2.92	2.92	2.92	2.92	2.92	2.92	2.92	2.92	2.92	26.28	26.12	
7.1.03	Printer	CC	355.00	222.00	7.40	7.40	7.40	7.40	7.40	7.40	7.40	7.40	7.40	7.40	7.40	7.40	66.40	66.40	
13.3.03	IPS Scences	3483	5,241.84	3,057.88	109.21	109.21	109.21	109.21	109.21	109.21	109.21	109.21	109.21	109.21	109.21	109.21	982.89	1,201.07	
Total 30.6.03 additions			6,460.84	3,865.12															
6.8.03	Zip drive	2033	68.37	32.66	1.42	1.42	1.42	1.42	1.42	1.42	1.42	1.42	1.42	1.42	1.42	1.42	12.78	22.93	
20.8.03	4 x new computers	2036	2,292.87	2,292.87	99.69	99.69	99.69	99.69	99.69	99.69	99.69	99.69	99.69	99.69	99.69	99.69	897.21	1,594.91	
20.8.03	Internal firewall	2083	302.88	145.13	6.31	6.31	6.31	6.31	6.31	6.31	6.31	6.31	6.31	6.31	6.31	6.31	56.79	100.96	
22.8.03	Computer	2083	3,774.02	1,808.49	78.63	78.63	78.63	78.63	78.63	78.63	78.63	78.63	78.63	78.63	78.63	78.63	707.67	1,257.86	
26.8.03	Computer	2083	1,280.00	613.41	26.87	26.87	26.87	26.87	26.87	26.87	26.87	26.87	26.87	26.87	26.87	26.87	240.03	428.56	
28.8.03	Computer sundries	2033	175.88	84.41	3.67	3.67	3.67	3.67	3.67	3.67	3.67	3.67	3.67	3.67	3.67	3.67	33.03	58.54	
23.10.03	Additional IPS licence	2033	873.84	382.20	18.20	18.20	18.20	18.20	18.20	18.20	18.20	18.20	18.20	18.20	18.20	18.20	163.80	327.64	
21.10.03	Computer	2036	1,009.00	1,009.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
18.11.03	Computer	2083	710.00	295.80	14.79	14.79	14.79	14.79	14.79	14.79	14.79	14.79	14.79	14.79	14.79	14.79	133.11	281.03	
17.11.03	Powerconnect	2086	810.00	337.40	16.87	16.87	16.87	16.87	16.87	16.87	16.87	16.87	16.87	16.87	16.87	16.87	151.83	320.77	
25.1.04	Computer	2086	1,500.00	573.66	1.88	1.88	1.88	1.88	1.88	1.88	1.88	1.88	1.88	1.88	1.88	1.88	16.92	36.48	
9.4.04	Computer	2258	845.00	264.00	31.87	31.87	31.87	31.87	31.87	31.87	31.87	31.87	31.87	31.87	31.87	31.87	286.83	699.51	
27.5.04	Computer	2322	845.00	246.40	17.60	17.60	17.60	17.60	17.60	17.60	17.60	17.60	17.60	17.60	17.60	17.60	159.40	422.80	
27.5.04	Printer	2324	160.00	43.68	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	3.12	159.40	440.20	
17.6.04	Micro Direct	PC	53.95	14.56	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	26.08	76.24	
Total 30.6.04 additions			17,302.83	8,181.27													10.08	29.51	
4.10.04	Colour printer	CC	108.98	20.43	2.27	2.27	2.27	2.27	2.27	2.27	2.27	2.27	2.27	2.27	2.27	2.27	20.43	88.12	
23.2.05	Dell Computer	CC	1,428.76	148.76	29.75	29.75	29.75	29.75	29.75	29.75	29.75	29.75	29.75	29.75	29.75	29.75	287.75	1,011.50	
28.2.05	Dell Laptop	CC	1,100.00	114.50	22.92	22.92	22.92	22.92	22.92	22.92	22.92	22.92	22.92	22.92	22.92	22.92	206.26	778.12	
Total 30.6.05 additions			2,638.08	283.78															
27.7.05	Printer	CC	193.40		0.00	4.03	4.03	4.03	4.03	4.03	4.03	4.03	4.03	4.03	4.03	4.03	32.24	161.18	
24.11.05	Dell Computer	CC	865.00														90.10	774.90	
28.1.06	Dell Laptop	CC	850.00														53.19	796.87	
27.1.05	Printer	CC	824.00														51.51	772.49	
Total 30.6.06 additions			2,732.40																
			49,841.35	32,951.37	504.61	546.64	548.88	633.02	551.04	551.04	585.92	585.92	585.92	585.92	585.92	585.92	5,034.99	11,814.99	
					Net Book Value B/ward														14,117.58
					Additions														2,732.40
					Depreciation														(6,034.99)
					Net Book Value														11,814.99
					Acc depreciation														39,026.35



Dell Products
PO Box 147
Milbanke House
Western Road
Bracknell
Berkshire RG12 1RD

Main telephone: 0870 907 4000
Main fax: 0870 907 4006
www.dell.co.uk

Order Confirmation

Quote Produced For:

Budsworth & Co
Mr. Chris Haughton
454 CHESTER RD
LANCASHIRE
M16 9HD
United Kingdom

Deliver To:

Budsworth & Co
Mr. Chris Haughton
454 CHESTER RD
LANCASHIRE
M16 9HD
United Kingdom

Customer No: GB2253549

Order Date: 13/11/2003

Dell Order No: 330953720

Page 1 of 2

Your Ref/PO No.
Payment Terms Prepaid
Estimated Shipped Date 23/11/2003
Quote/Source Ref 52843850
Account Manager Karen A Fox

Account Manager Tel 0870 907 5050
Account Manager Fax 0134 482 2155
Account Manager Email karen_a_fox@dell.com
Delivery Method .BY ROAD

Dear Mr. Chris Haughton,

This is an acknowledgement of your recent order which is subject to our Terms and Conditions of Sale and Service. Please review the order details and call your Account Manager immediately if any details are incorrect. Only in exceptional cases can an order be amended once production has started and in this event you will appreciate that an amendment charge may apply. Please note that delivery times are approximate and delivery hours are between 8:00am & 6:00pm.

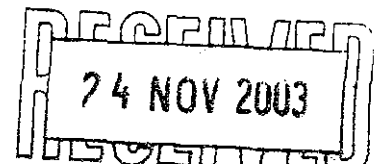
Yours sincerely

Karen A Fox
Tel: 0870 907 5050
Fax: 0134 482 2155
Email: karen_a_fox@dell.com

Item No.	Description	Quantity
210-12295	OptiPlex GX270 Small MiniTower - P4 2.4GHz/533MHz, Int NIC (H425mm*W181mm*D447mm)	1
310-10415	256MB RAM FREE - Double Memory Promo	1
310-10952	Special Money Off 4	1
340-10820	{UK - }System Documentation (UK)	1
340-12026	OptiPlex Resource Recovery CD	1
370-11219	512MB 333Mhz DDR SDRAM Memory, (2*256MB)	1
385-10038	3.5in 1.44MB Floppy Drive	1
400-10351	40GB IDE (7,200rpm) Hard Drive	1
429-10034	48x CD-ROM Drive	1
480-10960	FP / MG - UK/Irish - 15in (E151FPp) Value Midnight Grey Flat Panel Monitor	1
520-10219	No Speaker Option	1
570-10202	Dell MG USB 2 Button Wheel Optical (NOT Cordless)-Mouse	1
580-10166	UK/Irish (QWERTY) - Dell Entry Midnight Grey Keyboard	1
619-10216	{English - }Microsoft Windows XP Pro SP1 (No Media) {English}	1
620-10128	English - Win XP SP1 Pro - Backup Media	1
630-11015	MS Office 2003 Pro - UK	1
680-10248	3Y NBD (Next Business Day On-site)	1
680-10277	Base warranty	1
685-10130	No GTS Upgrade	1
700-10029	Energy Star Enabled	1

VAT Summary		
VAT Rate %	GBP Total Net £	GBP VAT £
17.50	810.00	141.75

Subtotal	810.00
Freight	0.00
VAT	141.75
Total	951.75





TERMS AND CONDITIONS UK

These Terms and Conditions are effective from 23 December 2002 until further notice.

1. DEFINITIONS

"You, the Customer" a person or company buying Products from us.
"Consumer" a private person buying Products for private use. If you are a Consumer, please find your specific rights and exceptions in Section 19.
"Dell (us, our)" the Product vendor as identified on your invoice and, where relevant, Service Provider.
"Dell-branded Product" computer hardware products that are marked with the "Dell" brand, including all components inside, but does not include any of the following items: (i) software, sound cards, speakers, external devices, accessories or parts not installed or added by Dell in its factory; (ii) accessories or parts added to the Dell-branded hardware products through Dell's Custom Factory Integration services at Customer's request; or (iii) monitors, keyboards and mice, to the extent that they are not included on Dell's standard price list.
"Integration Material (IM)" 3rd Party Products or products specified or provided by you.
"Order Confirmation" formal acknowledgement of Product ordered by you, sent by Dell.
"Price" stated in Order Confirmation.
"Product" as described in Order Confirmation, may include Dell-branded products, 3rd Party Products and Service Offerings.
"Service Offering" as described in Order Confirmation and Dell Service description document.
"Service Provider" Dell or its authorised Service experts.
"3rd Party Products" all goods that are not Dell-branded Products.
"Software" computer operating systems, middleware or applications.
"Service" means general service and support carried out by Dell or Service Provider in accordance with the Service Offering, including Customer Factory Integration Services.

2. APPLICATION This Agreement applies to this sale, Service and all statements made by Dell in brochures, price lists, adverts, quotations, on the internet or verbally. Any variations to this Agreement must be confirmed by Dell in writing. Any other Terms and Conditions are excluded. Placing your order means acceptance of this Agreement. This Agreement does not apply to Product purchases from a reseller or distributor nor is it a reseller or distribution agreement.

3. QUOTATIONS/ORDERS/CONTRACT Quotations are only valid in writing and during the period that they state. If unstated, the period is 10 days (incl. 3rd Party Products). Orders may be received by writing, internet, telephone or fax but are only binding when accepted by Dell in a written Order Confirmation. Please check the Order Confirmation and notify Dell of any mistake in writing immediately or the details stated in the Order Confirmation will apply to this Agreement. Dell reserves the right to change Products (incl. 3rd Party Products) at any time but Dell guarantees you at least equivalent functionality and performance.

4. PRICE & PAYMENT TERMS Products and Service Offering prices, tax, shipment, insurance and installation are as shown on your invoice. Changes to exchange rates, duties, insurance, freight and purchase costs (incl. for components & Services) may cause Dell to adjust prices accordingly. Payment will be made before supply or Service or, if agreed, within 30 days of the invoice date without further notice from Dell. Payment timing is of the essence. Dell may suspend deliveries or Service until full payment for that order. If payment is late, and you purchase as a company, the maximum statutory interest rate will apply on the late amount and if you purchase as a Consumer, interest will be at 2% above the minimum lending rate on the late amount. In either case, the costs of recovery shall be payable by you. Cheques may only be accepted conditionally.

5. DELIVERY/TITLE/RISK The delivery period in the Order Confirmation is approximate. Delivery by instalments may be made. The place of delivery is stated in the Order Confirmation. Title to Product passes on full payment and until then you must insure and store our goods separately and you may not modify, pledge or sell them. Dell may enter the storage premises to repossess the goods. Should you sell them before title passes, you will become Dell's agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. Dell may sue for the Price before title passes. If you refuse delivery without Dell's agreement, you must pay Dell's expenses or loss resulting from that refusal, including storage costs, until you accept delivery. Risk of the loss of the goods passes to you on delivery.

6. ACCEPTANCE When you receive Product you must inspect it for any defects or non-conformity within 7 days. After this period, you will have accepted Product. If Dell agrees to the return of Product at its choosing, it must be in its original condition with packaging, a return note and proof of purchase; the return costs may also be payable by you.

7. WARRANTY Unless otherwise stated, Dell guarantees to you that Dell-branded Products will be free from defects for 12 months from delivery and spare parts for 90 days from installation or delivery date, whichever is the earlier. Should Product be defective within this period, Dell will repair or replace Product within a reasonable time. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. Dell manufactures and repairs using components, which are new or equivalent to new in accordance with industry standards and practice. Notebook batteries are delivered with one-year warranty (not upgradeable). Dell warranty is given in place of all implied warranties and that such implied warranties are excluded to the fullest permitted extent. Dell may revise its limited warranties from time to time but any such change will not affect products ordered by you prior to the date of such change.

Dell does not give a warranty guarantee protection for:

- damage caused by incorrect installation, use, modifications or repair by any unauthorised 3rd party or yourself;
- damage caused by any party (except Dell) or other external force;
- fitness for any particular purpose;
- 3rd Party Products, Software and IM specified by you. You will receive the warranty or licence for these products directly from their manufacturer or licensor;
- any instruction given by you and correctly performed by Dell.

8. SERVICES will be provided by Dell or Service Provider. Response times are estimates and may vary according to the remoteness or accessibility of Product location. Service may be provided via telephone or internet where appropriate. You must allow Dell to examine Product at your or Dell's premises (at our choosing). Dell owns any replaced Product or parts resulting from repair and will charge Customer if these are not returned upon request.

Unless stated in Service Offering, the following are excluded from Service: work outside local working hours, weekends or on public holidays, items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, diskettes, unnecessary work in Dell's assessment, electrical environment, transfer of data or Software, viruses. 3rd Party Products will be repaired according to manufacturer or licensor warranty. Parts not critical to Product function (e.g., hinges, doors, cosmetic features, frames) may not be serviced within Service Offering time period.

9. CUSTOM FACTORY INTEGRATION Custom Factory Integration (CFI) Services may be provided by Dell in accordance with Customer's instructions and technical specifications. You will specify and provide IM or Dell may obtain IM at your instruction. Dell will indicate acceptance and/or validation of IM, then will integrate IM into Product, producing a CFI Product. Dell may install CFI Product under your instruction or under Dell technical advice, if agreed. Dell will not carry out CFI work if it is not technically feasible in our view.

10. LIABILITY Dell accepts liability for any private property loss or damage, death or personal injury caused by the negligence or deliberate misconduct of Dell, Service Provider or our employees, agents, subcontractors. Except for death/personal injury, this liability is limited to the lesser of £250,000 or Price.

Dell does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied by Dell within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following Dell's reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure.

11. INTELLECTUAL PROPERTY "IP" Dell indemnifies you from all costs and liabilities from any claim that use of Product infringes any 3rd party IP. Dell may recall and exchange or modify Product or refund you, minus depreciation in this event. You indemnify Dell for any of IM or IP specified or owned by you and integrated into Product. Dell is allowed to litigate, negotiate and settle claims and you must assist us at our expense (except where IM or IP specified or owned by you is allegedly infringing) when litigation is directly related to your Product. Dell retains all Dell-owned IP in Product. You must notify Dell immediately of any infringing or unauthorised use of Product or IP in it. Dell does not indemnify you for i. 3rd Party Products & Software, ii. unauthorised modification or iii. any claim caused by the use of Products in conjunction with anything not supplied by Dell.

12. SOFTWARE not owned by Dell is supplied subject to licence and warranty of the Software licensor. Dell encloses the Software licence that you require with the Product where necessary; you must comply with that licence. If you choose not to accept the operating system licence at start-up, if any, Dell will only accept the return of the entire product for refund.

13. EXPORT CONTROL You acknowledge that Product may include technology and Software which is subject to US and EU export control laws and laws of the country where it is delivered or used; you must abide by all these laws. Product may not be sold, leased or transferred to restricted / embargoed end users or countries or for a user involved in weapons of mass destruction or genocide without the prior consent of the US or competent EU government. You understand and acknowledge that US and EU restrictions vary regularly and depending on Product, therefore you must refer to the current US and EU regulations.

14. FORCE MAJEURE Dell is not liable for delays in performance (incl. delivery or Service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

15. CONFIDENTIALITY Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.

16. TERMINATION Dell may terminate this Agreement with immediate written notice if you: 1) fail to pay on time, 2) breach or Dell suspects you have breached export control laws. Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

17. YOUR OBLIGATIONS AS A CUSTOMER

You are responsible for:

- your own choice of Product and its suitability for purpose;
- your telephone & postal charges in contacting Dell, if any;
- any CFI specifications & instructions given by you;
- all IM, its performance, licences, authorisations and any unused IM.

You must provide Dell with all reasonable courtesy, information, cooperation, facilities and access to enable Dell to perform duties, failing which Dell shall not be obliged to perform any Service or assistance. You are responsible for the removal of non Dell-supplied products during Service, the back up and confidentiality of all data in Product and all of your legal and regulatory requirements.

Please note that your calls to Dell may be monitored for training purposes.

18. DATA PROTECTION Your data will be held and/or transferred in strict accordance with the applicable data protection laws and Dell's data protection registration. You consent to your personal data being transferred to a Dell company outside of the EEA. You may instruct Dell not to use your data for direct marketing purposes.

19. CONSUMER RIGHTS If you are a Consumer you may cancel your purchase at any time within 7 working days of receipt without cause and receive a refund of the Price paid. To do this you must inform Dell in writing and return the products immediately, in the same condition you received them and at your own cost and risk. Any statutory Consumer rights are unaffected by this Agreement. This does not apply to any business customer or user.

20. JURISDICTION English law and the exclusive court jurisdiction of the English courts will apply to this Agreement. The Vienna Convention on Contracts for the International Sale of Goods is excluded.

21. MISCELLANEOUS If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. Dell may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.

22. You can find all Dell policies, Product and Service Offering details and notices via www.dell.com and you should refer to this site for any further updates. Thank you for doing business with Dell.

11.3(c)

B

Information Technology
Hardware

Equipment	Purchase Date	Warranty Expires
1 x Dell 1600C server running Windows 2000 small business server edition.	22/08/03	22/08/06
1 x Dell Latitude Laptop running Windows XP Pro	26/08/03	26/08/06
1 x Dell Latitude Laptop running Windows XP Pro	25/01/04	25/01/07
1 x Dell Latitude Laptop running Windows XP Pro	25/02/05	25/02/08
3 x Dell Optiplex 270 Desktops running Windows XP Pro	20/08/03	20/08/06
1 x Dell Optiplex 270 Desktop running Windows XP Pro	21/10/03	21/10/06
2 x Dell Optiplex 270 Desktop running Windows XP Pro	18/11/03	18/11/06
1 x Dell Optiplex 270 Desktop running Windows XP Pro	09/04/04	09/04/07
1 x Dell Optiplex 270 Desktop running Windows XP Pro	27/05/04	27/05/07
2 x Dell Optiplex 270 Desktop running Windows XP Pro	23/02/05	23/02/08
1 x Dell Optiplex 520 Desktop running windows XP Pro	24/01/06	24/01/09
2 x Dell 1500P Laser Printers	27/05/04	27/05/05
1 x Dell 1700N Laser Printer	27/07/05	27/07/06
1 x Dell 5200N Laser Printer	27/01/06	27/01/07
1 x HP 4050 Laser Printer	Unknown	Expired
1 x Canon Fax	08/09/05	08/09/06
1 x Canon IR2200 Photocopier (networked)	Leased	Leased

(b) Software

<u>Name</u>	<u>Supplier</u>	<u>Licensed/Owned</u>
Microsoft Office	Dell	Licensed
Windows XP	Dell	Licensed
Windows 2000 sbs	Dell	Licensed
Sage Accounting	Sage	Licensed
Veritas Backup/Restore	Dell	Licensed
Internet 2 wire gateway	Br Telecom	Licensed
IPS	Turnkey Systems	Licensed
Adeo	Atlantic Global	Licensed
AVG Anti Virus	Gri-Soft	Licensed
Royline On Line Banking	Royal Bank of Scotland	Licensed
Salesflow	Sawfish Software Limited	Licensed

Part 2

Computer Contracts

Part 3

Domain Names

FOURTH SCHEDULE

Leasing Agreements

Domain Names registered to Budsworth & Co

thedebtadvisor.co.uk
thedebtadvisor.com
thebusinessdebtadvisor.co.uk
thebusinessdebtadvisor.com
thecompanydebtadvisor.co.uk
thecompanydebtadvisor.com
thedebtcalculator.tv
thedebtcalculator.co.uk
bevbudsworth.co.uk
bevbudsworth.com
ivaspecialists.com
ivaspecialists.co.uk
ivaspecialists.tv
ivaspecialists.net
businessdebtadvisor.co.uk
the-debt-advisor.com
the-debt-advisor.co.uk
companydebtadvisor.co.uk
companydebtadvisor.com
the-debt-adviser.com
businessdebtadviser.com
businessdebtadvisor.com
thebusinessdebtadvisor.net
thebusinessdebtadviser.co.uk
thebusinessdebtadviser.com
businessdebtadviser.co.uk
thecompanydebtadviser.co.uk
thecompanydebtadviser.com
companydebtadviser.co.uk
companydebtadviser.com
thecompanydebtadvisor.co.uk
debtsselfhelp.co.uk

recoverypros.co.uk
thedebtadvisor.net
the-debt-adviser.co.uk

Berg Legal (12/05/06)
Berg Legal (12/05/06)
Berg Legal (12/05/06).



solutions finance

a minimum term lease rental agreement

AG

11.1.16

agreement no

56224187-6

HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

Unless the Hirer is a corporate body or the total of the Rentals is greater than £25,000 (including VAT). If so please read Term 19 overleaf.

COMPANY'S DETAILS

Anglo Group Ltd trading as AFS, Capital House, Bond Street, Bristol BS1 3LA
(Anglo Group Ltd is part of the GE Capital group of companies)

1 HIRER DETAILS (PLEASE PROVIDE SAMPLE LETTERHEAD)

HIRER (FULL NAME/TRADING STYLE)	
BUDSWORTH + CO	
BUSINESS ADDRESS	
454 CHESTER RD	
OLD TRAFFORD	
MANCHESTER	
POSTCODE M16 9HD	
TEL No.	0161 877 2081
FAX No.	0161 877 2091
CONTACT NAME	
MRS B.E. BUDSWORTH	
TYPE OF BUSINESS	
INSOLVENCY PRACTITIONER	
DATE ESTABLISHED	
MARCH 00	

COMPANY REGISTRATION NO.
(if Applicable)

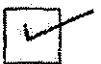
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NUMBER

7	3	2	7	6	3	1	3	5
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CAN WE TELEPHONE THE CUSTOMER DIRECT?

YES



NO

☐

INSTALLATION ADDRESS
AS ABOVE
POSTCODE

2 PRODUCT SUPPLIER DETAILS

CANON LOCATION	1010 SCOTLAND + NORTH
SALESPERSON	SARAH PERKINS
CANON CHANNEL	DIRECT

3 PAYMENT CALCULATION

A COST SUMMARY

1	HARDWARE	£ 7449.49	Excl VAT
2	SOFTWARE	£	Excl VAT
3	SERVICES	£	Excl VAT
4	TOTAL	£ 7449.47	Excl VAT

B RENTAL CALCULATION

1	COST OF NEW PRODUCTS AND SERVICES INCLUDING ACCESSORIES	£ 7449.47	Excl VAT
2	AMOUNT TO TERMINATE EXISTING AGREEMENT(S)	£ -	Excl VAT
3	TOTAL AMOUNT ON WHICH RENTALS ARE BASED	£ 7449.47	Excl VAT
4	RENTAL RATE PER £1,000	£ 93.02	Excl VAT
5	RENTAL FOR NEW PRODUCTS	£ 543.96	Excl VAT
6	RETAINED RENTAL CARRIED FORWARD (IF APPLICABLE) (SEE 'PRODUCTS' (RETAINED) IN SECTION 4)	£ -	Excl VAT
7	RENTAL FOR THIS AGREEMENT (EXCLUDING MAINTENANCE)	£ 543.96	Excl VAT
8	TOTAL AMOUNT PAYABLE IN MINIMUM PERIOD OF HIRE	£ 10,879.20	Excl VAT
9	*EXISTING LEASING COMPANY		
10	*AGREEMENT NUMBER		

* Applicable only if B2 completed

SOLE TRADER / PARTNERSHIP PLEASE PROVIDE TITLE, FULL NAMES, DATE OF BIRTH AND PRIVATE ADDRESSES

TITLE	MRS	FORENAME	B.E.	SURNAME	BUDSWORTH	DATE OF BIRTH	11.3.1959
ADDRESS	60A MARPLE RD, CHARLESWORTH, GLOSSOP					POSTCODE	SK13 5DA
TITLE		FORENAME		SURNAME		DATE OF BIRTH	
ADDRESS						POSTCODE	

4 PRODUCTS AND SERVICES DETAILS

Please see Products and Services Schedule below or see Schedule

SCHEDULE NO:

PRODUCTS (INCLUDING SOFTWARE) TO BE INSTALLED

TICK AS APPROPRIATE

MAINTENANCE INCLUDED

Yes No

NEW

11

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

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QTY

DESCRIPTION/MODEL NO.	QTY	UNIT PRICE	TOTAL
1	1	100.00	100.00
2	1	200.00	200.00
3	1	300.00	300.00
4	1	400.00	400.00
5	1	500.00	500.00
6	1	600.00	600.00
7	1	700.00	700.00
8	1	800.00	800.00
9	1	900.00	900.00
10	1	1000.00	1000.00
11	1	1100.00	1100.00
12	1	1200.00	1200.00
13	1	1300.00	1300.00
14	1	1400.00	1400.00
15	1	1500.00	1500.00
16	1	1600.00	1600.00
17	1	1700.00	1700.00
18	1	1800.00	1800.00
19	1	1900.00	1900.00
20	1	2000.00	2000.00
21	1	2100.00	2100.00
22	1	2200.00	2200.00
23	1	2300.00	2300.00
24	1	2400.00	2400.00
25	1	2500.00	2500.00
26	1	2600.00	2600.00
27	1	2700.00	2700.00
28	1	2800.00	2800.00
29	1	2900.00	2900.00
30	1	3000.00	3000.00
31	1	3100.00	3100.00
32	1	3200.00	3200.00
33	1	3300.00	3300.00
34	1	3400.00	3400.00
35	1	3500.00	3500.00
36	1	3600.00	3600.00
37	1	3700.00	3700.00
38	1	3800.00	3800.00
39	1	3900.00	3900.00
40	1	4000.00	4000.00
41	1	4100.00	4100.00
42	1	4200.00	4200.00
43	1	4300.00	4300.00
44	1	4400.00	4400.00
45	1	4500.00	4500.00
46	1	4600.00	4600.00
47	1	4700.00	4700.00
48	1	4800.00	4800.00
49	1	4900.00	4900.00
50	1	5000.00	5000.00
51	1	5100.00	5100.00
52	1	5200.00	5200.00
53	1	5300.00	5300.00
54	1	5400.00	5400.00
55	1	5500.00	5500.00
56	1	5600.00	5600.00
57	1	5700.00	5700.00
58	1	5800.00	5800.00
59	1	5900.00	5900.00
60	1	6000.00	6000.00
61	1	6100.00	6100.00
62	1	6200.00	6200.00
63	1	6300.00	6300.00
64	1	6400.00	6400.00
65	1	6500.00	6500.00
66	1	6600.00	6600.00
67	1	6700.00	6700.00
68	1	6800.00	6800.00
69	1	6900.00	6900.00
70	1	7000.00	7000.00
71	1	7100.00	7100.00
72	1	7200.00	7200.00
73	1	7300.00	7300.00
74	1	7400.00	7400.00
75	1	7500.00	7500.00
76	1	7600.00	7600.00
77	1	7700.00	7700.00
78	1	7800.00	7800.00
79	1	7900.00	7900.00
80	1	8000.00	8000.00
81	1	8100.00	8100.00
82	1	8200.00	8200.00
83	1	8300.00	8300.00
84	1	8400.00	8400.00
85	1	8500.00	8

[illegible]

SERVICES

[illegible]

PRODUCTS (RETAINED)

[illegible]This image shows a single sheet of white paper with horizontal blue or grey ruling lines. A vertical margin line is present on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document. There is no handwriting or printed text on the page.

5 FINANCIAL DETAILS

MINIMUM PERIOD OF HIRE (in words)

SIXTY Months

PAYMENT PERIOD

QUARTERLY

FIRST RENTAL (INCLUDING MAINTENANCE IF APPLICABLE)

£543.96 Excl VAT

£639.15 Incl VAT

followed by number of RENTALS (in words)

NINETEEN

RENTALS OF (INCLUDING MAINTENANCE IF APPLICABLE)

£543.96 Excl VAT

£639.15 Incl VAT

AMOUNT YOU HAVE TO PAY TO TERMINATE THE AGREEMENT

Outstanding Rentals discounted at a rate of 3% per annum (see Term 9 overleaf).

TIMING AND VARIATION

This Agreement commences on the date of our acceptance and will continue until 30 days' notice of cancellation is given in writing by either of us, such notice to expire at the end of the Minimum Period or at the end of any 30 day period thereafter. The First Rental is payable at the beginning of the first Payment Period which shall begin on the date of our acceptance of this Agreement. Subsequent Rentals will be payable on the same day of each following Payment Period. Rentals may be varied under the following circumstances 1) if the rate of VAT changes (see Term 10(b) overleaf); 2) if Corporation Tax increases (see Term 10(c) overleaf); 3) if a direct debit instruction made in respect of the Agreement is cancelled (see Term 10(d) overleaf); 4) if we insure the Products and add the premiums to your Rentals (see Term 6(b) overleaf); if the Maintenance Payments are varied (see Term 10(f) overleaf).

MAINTENANCE

If the Rentals include Maintenance Payments, we will act as the agent of the Supplier for the purpose of collecting these payments on the Supplier's behalf as described in Term 5 overleaf. Maintenance for the Products designated will be provided by the Supplier in accordance with the terms of a separate Maintenance Agreement with you. We accept no responsibility for the provision of maintenance services.

MAINTENANCE PAYMENT INCLUDED IN RENTALS

£ Excl VAT

CHANGE OPTIONS

You may apply to us to add or change products by entering into a new agreement in accordance with the terms set out in Term 15 and the Options described in Term 14 overleaf. If you choose the Extension Option you must satisfy yourself that any Retained Products have a supportable life which is no shorter than the new Minimum Period. The following table sets out the Change Percentages applicable to the Rental at the end of each quarterly Payment Period for the appropriate Minimum Period if the Extension Option described in Term 14(1) is applied.

Change Percentages at the end of each quarterly Payment Period

Payment Period Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Minimum period 60 months (%)	1	5	9	13	17	22	26	31	35	40	45	50	55	61	66	72	78	84	90
48 months (%)	3	7	11	15	19	26	33	40	47	54	62	69	77	84	90				
36 months (%)	5	13	20	28	36	44	52	61	70	79	88								

ADDITIONAL PROVISIONS

CONFIRMED BY HIRER

APPLICATION

You apply to AFS to obtain the Products and Services to be used by you in the course of your business on the terms and conditions of the Agreement. You confirm that you have read the Terms and Conditions and FLA checklist, that the information in the Agreement is accurate, that it was fully completed when presented for signature and that your attention was drawn to the exclusions in Term 4 overleaf.

NON-REGULATED AGREEMENTS

You understand that if you are a corporate body or if the total of the Rentals which are due under this Agreement is £25,000 or more (including VAT) your attention is drawn to Term 19 overleaf.

DATA PROTECTION

The Data Protection Act gives individuals certain rights about how their personal data will be used. By signing this Agreement (whether as an individual or on behalf of a corporate body) you agree that we may:

- obtain from you and others (which may include searching with licensed credit reference agencies) information about you, your business and your directors;
- record with licensed credit reference agencies the existence of this Agreement and how you conduct your account. Credit reference agencies will retain a record of searches we carry out about you and the other information we record with them. These records may be used by other lenders in assessing applications for credit by you and for occasional debt tracing and fraud prevention purposes;
- transfer information to any country. If no satisfactory data protection laws exist in the country to which we are transferring your personal data, we will put in place equivalent contractual safeguards to those contained in the Act;
- disclose information to third parties, including manufacturers, resellers, brokers, suppliers, funders, insurers, members of the GE group, agents, sub-contractors or guarantors and carefully selected organisations so that they can use it to market their products and services;
- use this information for making credit decisions, crime prevention, tracing defaulters and property, administration, accounts, compliance, statistical analysis, market research, internal reporting and marketing our products and services or those of the GE group;
- contact you by post, telephone or other means.

If you do not want to receive any marketing information you may write to us at any time to tell us not to send any more.

6 SIGNATURES

*YOUR SIGNATURE

This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

SIGNATURE(S)
OF HIRER(S)

DATE(S)
OF SIGNATURE(S)

11.12.03

Under this agreement the goods do not become your property and you must not sell them.

YOUR DETAILS

NAME(S)
Please print

B E BUDSWORTH

POSITION(S)
Please print

PROPRIETOR

OUR ACCEPTANCE

Accepted for and on behalf of Anglo Group Ltd trading as AFS

DATE OF
SIGNATURE

23-12-03

terms of this agreement

1. Agreement

- a) You (the Hirer) agree to hire the Products for use in the course of your business from us (Anglo Group Ltd trading as AFS) under the terms of this Agreement. This Agreement incorporates all of the terms agreed between you and us. It cannot be varied except by a document signed by you and us on or after the date when it commences.
- b) We exclude all claims or statements made before you sign this Agreement.
- c) In this Agreement "Products" will include the equipment (including any accessories and ancillary items) software and services as detailed in section 4, Products and Services Details overleaf or in a separate Products and Services Schedule.
- d) "Maintenance Payments" do not include print charge maintenance. "Services" means the service or various services supplied to you by the Supplier which may include installation and training as set out in section 4, Products and Services Details overleaf or in a separate Schedule. "Supplier" means Canon (UK) Ltd.

2. Length of the Agreement

This Agreement starts on the date of our acceptance even if the Products shown overleaf in a separate Schedule have not been at that time fully installed or connected to a network facility, where applicable. Subject to your Cancellation Rights as shown in Term 8 and your early termination right in Term 9, and our right to bring the hiring to an end in Term 12, this Agreement will continue until 30 days' notice of cancellation is given in writing by either of us, such notice to expire at the end of the Minimum Period or at the end of any 30 day period thereafter.

3. Delivery and Installation

- a) We will arrange for the Supplier to deliver, install and connect the Products and provide any Services that have been agreed in relation to the Products at your premises. We will not be liable if there is any delay in delivery, installation or connection or the provision of any training.
- b) When you receive the Products you should inspect them to make sure they are in good working order and they and any Services provided meet your requirements.
- c) We will assume you have accepted the Products and they are complete, in good condition and working order, of satisfactory quality and fit for the purpose(s) for which they are required unless you write to us and the Supplier to tell us about any faults or shortages within 14 days of the Products being delivered. Subject to your Cancellation Rights within the first 14 days (as set out in Term 8), you cannot cancel this Agreement just because you have a complaint.

Our Exclusions and Limitations

- a) We both recognise that there is a risk that any Products in particular hardware and software may not perform as expected and we both acknowledge that statements or representations about Products may be difficult to evaluate until delivery and commissioning. In order to minimise the potential risk, the Supplier requires you to agree user requirements for Solutions Sales which you acknowledge fully specify your functional and performance requirements for the Product. The Supplier in turn then proposes a solution to the agreed user requirements.
- b) You and we further recognise that there is a risk that any Product may not be satisfactory, therefore if you require any warranties or guarantees in respect of the Products or their maintenance, you must obtain them from the Supplier in writing.
- c) We both acknowledge that allocation of risk is a matter of agreement. When Products are financed the risk of them not working satisfactorily or according to any representations may be assumed by you, by us, by the Supplier, by an intermediary or by an insurer. Because you have specified and agreed your user requirements we both agree that the performance risk will be borne by you, except to the extent that we have been able to obtain a right of recourse against the Supplier or any intermediary and have been able to pass that right onto you under the Contracts (Rights of Third Parties) Act 1999.
- d) For the reason stated in sub clause (b) above, we both agree that:
 - (i) there is no term in this Agreement by which we are responsible for the performance of the Products, whether generally or in relation to any particular purpose;
 - (ii) no warranties or representations were made by us or on our behalf and you have not relied on any such from us;
 - (iii) we have not assumed any duty of care towards you in

respect of the Products; and

- (iv) no terms are to be implied into this Agreement.
- e) If the law does require any terms to be implied into this Agreement, despite our agreement that none are implied, you agree that we are not liable for breach of them. This is because if the risk of breach of any such terms had been allocated differently we would have charged a higher rental. Furthermore because the Products have been selected by you and the suitability of the Product has been discussed and agreed with the Supplier and we are not experts in such Products but merely financiers, we are not in a position to evaluate and therefore cannot insure against the risk of breach, whereas you are in a better position to do so.
- f) In no event will our liability under this Agreement exceed the aggregate of the Rentals (less any Maintenance Charges included) paid by you at the time the liability arises.
- g) Unless death or injury is caused to any person as a result of our negligence, in no event will we be liable to you in contract, tort or otherwise including any liability for negligence:
 - (i) for any loss of revenue, business, anticipated savings or profits or any loss of use or value; or
 - (ii) for any indirect or consequential loss
 however it happens. "Anticipated savings" means any expense, which you expect to avoid or reduce.

5. Maintenance

If you have a separate maintenance agreement whereby the Supplier provides maintenance to you ("Maintenance Agreement") we will collect the Maintenance Payments together with the Rentals payable under this Agreement and the following terms apply:

- a) We will act as agent for the Supplier to collect these Maintenance Payments which will have been agreed between the Supplier and you.
- b) The Supplier is responsible for providing Maintenance service, including Software maintenance in accordance with the terms of the Maintenance Agreement which the Supplier has entered into with you. We accept no responsibility for carrying out Maintenance service.
- c) If you fail to pay the Rentals to us, we will not pay the Maintenance Payments due to the Supplier, who as a result, may be entitled to withdraw Maintenance. This will not affect your obligations to us under this Agreement.
- d) If the Supplier is no longer able to provide Maintenance under the terms of the Maintenance Agreement, you may give us not less than 30 days' notice in writing that you wish to end the arrangement for the inclusion of Maintenance Payments. We will deduct the amount of the Maintenance Payments from the Rentals starting from the next date on which payment is due following the expiry of the notice. Ending the inclusion of Maintenance Payments may not end your rights and duties under your Maintenance Agreement with the Supplier.
- e) If Maintenance charges become payable in addition to the Maintenance Payments outside the terms contained in this Agreement you will have to pay for them separately. Any such charges will be negotiated with and payable directly to the Supplier.

6. Insurance

- a) You must insure the Products until they are returned to us against any loss (including total loss) or damage from all risks and against third party losses. The amount you insure the Products for must be at least the full cost of replacing them as new.
- b) You must arrange for our interest in the Products to be endorsed on the insurance policy and show proof of the policy if we ask for it. If you do not provide this proof we may arrange the insurance for you and you will have to pay for it. If we arrange the insurance we will add the premiums to your Rentals for the Products.
- c) If you have to make an insurance claim for the Products you must tell us straight away. You cannot agree the settlement of a claim without written permission from us.
- d) You must appoint us as your agent and authorise the insurance company to pay any settlements from claims to us.
- e) If replacement products are provided as a result of an insurance claim, those products will belong to us.

7. Software

- a) When a part of the Products consists of one or more computer disks, tapes or other media which are recorded computer programs in machine readable form ("Software"), either:
 - (i) we will obtain from the Supplier a licence in relation to the

- Software and grant to you a sub-licence to use it (in place of any pre-existing licence); or
- (ii) the Supplier (or a third party) will grant you a licence to use the Software.

It is your responsibility to ensure that you remain properly licensed to use such Software for the duration of this Agreement.

- b) You undertake to comply with all the terms of the licence which will incorporate the Supplier's standard terms and conditions for use of the Software, whether we grant it or the Supplier does.
- c) You acknowledge that the Software is provided for your specific purpose, and as such, may have no resale value upon termination of this Agreement.
- d) You must obtain any warranties or guarantees you require in respect of the Software and its suitability for purpose directly from the Supplier in writing. We exclude all express or implied warranties, conditions or guarantees relating to any Software. Under no circumstances will we be responsible for any consequential loss arising out of the use of the Software.

8. Cancellation Rights

Provided that:-

- a) at least 48 hours notice is given in writing to us and the Supplier;
- b) If the Products have been delivered to you, they are returned in the same condition in which they were delivered;
- c) you quote the AFS Agreement Number and delivery note number; then you shall have the right to cancel this Agreement at any time within 14 days of you signing the Agreement.

9. Early Termination By You

- a) You may terminate this Agreement at any time during the Minimum Period of Hire, by returning the Products as provided in Term 17 and giving us 30 days' written notice that you wish to do so and paying us:
- i) all Rentals and any other amounts already due to us;
- ii) compensation for our loss of profit.
- This will be the sum of the Rentals you would have paid during the remainder of the Minimum Period less a discount of 3% per annum on each Rental from the date it would have fallen due.

- b) Where Maintenance Payments are included in the Rentals under this Agreement you will not be required to pay the Maintenance Payments under Term 9(a)(ii) above. If you terminate the Maintenance Agreement, the Supplier may make a separate claim for compensation in respect of the Maintenance Payments which would have been payable after the date of termination in accordance with the terms of the Maintenance Agreement.

10. Rentals

a) Payment of Rentals

You must punctually pay all Rentals together with VAT to us under the terms of the Financial Details shown overleaf because prompt payment is vital to, and a condition of, this Agreement. You acknowledge that your obligation to pay Rentals is unconditional and shall not be affected by the Products being inoperative for any reason or defective in any way, including the failure of any person to comply with its obligations to you under any maintenance, service or other contracts.

b) VAT Changes

We may adjust the Rentals if the current rate of VAT changes.

c) Tax Increases

In calculating the Rentals payable under this Agreement we have assumed that during the period of this Agreement tax law or practice and the standard rate of corporation tax will remain the same as applicable at the date of our acceptance. If during the period of the Agreement there are any changes to tax law or practice or to the standard rate of corporation tax which decrease our after tax rate of return we may, at our discretion, increase the Rentals to preserve our after tax return provided we give you 7 days prior written notice of the change in Rentals.

d) Method of Payment

You must pay your Rentals by direct debit unless we agreed to let you pay by a different method when we accepted your application. If you change the way you pay you will have to pay an extra 3% to cover the additional administration costs.

e) Late Payment

It is a condition of this Agreement that you must pay all Rentals on time. If you do not pay Rentals on time we may charge interest on the amount you owe us, in accordance with Term 16.

f) Maintenance Payments

If Maintenance Payments are included in the Rentals under this Agreement and your Maintenance Agreement with the Supplier

allows for these charges to be increased, we will increase the Rentals by the amount of any increase in the Maintenance Payments notified to us by the Supplier from time to time, in accordance with the terms of the Maintenance Agreement.

11. Your Duties Under this Agreement

You must:

- a) follow the manufacturer's instructions for using the Products and the instructions from the Supplier on the type of paper and other items you should use and how to store them;
- b) keep the Products in good condition, use them properly and be responsible for and notify us immediately of any loss or damage to the Products;
- c) not move the Products, add fittings to them or alter them in any way unless you have permission from us;
- d) use the Products in connection with your business described over the page, and not do anything that interferes with our ownership (including if the Products are kept on rented property in Scotland, ensuring that they will not form part of the landlord's hypothec - this means they cannot be used as security for a debt);
- e) pay for any loss or damage to the Products;
- f) fully indemnify us against any loss, damage or injury (including death) to persons or property caused by the Products or your misuse of the Products, except for death or personal injury caused by our negligence;
- g) not sell or part with possession of the Products, or transfer this Agreement to anyone else;
- h) you agree to take all reasonable precautions to safeguard your systems, data and software to minimise potential loss or disruption, (including without limitation taking full back ups of all your software and data at all reasonable times), including prior to the Supplier or other party conducting any work on your systems, implementing audit controls, working methods and data security measures.

12. Reasons for Bringing the Hiring Under this Agreement to an End

We can bring the hiring under this Agreement to an end if any of the following happens:

- a) you do not keep to this Agreement;
- b) you do not pay your Rentals on time;
- c) you do not carry out any of your duties;
- d) you have an order against you to wind up your business or are put into administration;
- e) an administrator, liquidator or receiver is appointed to manage (or in Scotland any pouncing or arrestment is made against) all or part of your assets; or
- f) you are unable to pay your debts when they are due or you are declared bankrupt or in Scotland become apparently insolvent (as defined in the Bankruptcy (Scotland) Act 1985).
- g) You transfer or dispose of all or a material part of your assets or undertaking or shall cease or threaten to cease to carry on all or a substantial part of your business or make a material change to your business;
- h) the current ultimate majority shareholder ceases to have ultimate majority ownership of your issued share capital.

Any of which will be considered as a 'Repudiation' of the Agreement. Repudiation is when you indicate that you no longer intend to keep to this Agreement and we may give you notice that your right to possession of the Products is terminated and make arrangements for their recovery.

13. What You Must Do

When we bring the hiring to an end for one of the reasons given in Term 12 above, you must return the Products as provided in Term 17 and pay us:

- a) all the Rentals and any other amounts already due to us;
- b) compensation for our loss of profit.
- This will be the sum of the Rentals you would have paid during the remainder of the Minimum Period less the total of the following:
- i) 3% per annum discount for early payment from the date each Rental would have become due;
- ii) the money from selling the Products after deduction of our expenses.
- c) Where Maintenance Payments are included in the Rentals under this Agreement you will not be required to pay the Maintenance Payments under Term 13(b) above. If the Maintenance Agreement is terminated, the Supplier may make a separate claim for compensation in respect of the Maintenance Payments which would have been payable after the date of termination.

accordance with the terms of the Maintenance Agreement.

14. Change Options

During the Minimum Period of this Agreement you may change and/or add Products on the terms set out in this Agreement provided that you meet the conditions set out in Term 15 below and enter into a new agreement with us.

1) Extension Option

- a) You may add products ('New Products') to products you wish to retain ('Retained Products') all of which will be let to you for a new minimum period of hire ('New Minimum Period'). The New Minimum Period shall not be longer than the remaining supportable life of the Retained Products. It will start on the date the New Products are delivered to you ('Start Date'). The rental for the New Products will be calculated using the market rate which applies when you exercise your option.
- b) The rental for the Retained Products will be the Rental under this Agreement (less any Maintenance Payment), reduced by the change percentage overleaf which applies to the Payment Period in which you exercise your option. The rental for the New Products will be added to the rental for the Retained Products. This sum, together with any Maintenance Payment, will be the new rental under the new agreement. If you have paid another Rental after we have calculated your change percentage, but before we have sent you your new agreement, we will reduce the Retained Products rental and notify you.

2) Coterminous Option

- a) You may add New Products for a new Minimum Period equal to the unexpired part of the original Minimum Period ('New Minimum Period'). The new rental will be the Rental for the Retained Products (which will not change) plus the rental for the New Products together with any Maintenance Payment for the New Products. The rental for the New Products will be calculated using the market rate which applies when you exercise your option.
- b) If the Start Date falls later in a Payment Period than the date on which you exercise your option, we will increase the rental relating to the New Products to take account of the reduced New Minimum Period.

15. Conditions under which you may change and/or add Products

The conditions that must be fulfilled before the extension option or coterminous option takes effect under Term 14 are as follows:

- 1) you have given us a new agreement which sets out the New Products, and Retained Products;
- 2) you have complied fully with all your obligations under this Agreement and are, in our sole opinion, in a satisfactory financial condition when you give us the new agreement in 1) above;
- 3) in the case of the extension option we must agree that the Retained Products will have a supportable life at least equal to the New Minimum Period;
- 4) you have (if applicable) agreed the supply of New Products and the return of any Products with the Supplier;
- 5) we have made a new agreement with you incorporating your chosen option under Term 14 on our standard terms which apply at the date when you exercise your option.

Upon the satisfaction of all the conditions above, this Agreement will end.

16. Costs and Interest

You will be responsible for any costs we incur in recovering money you owe us, including charges for each letter we send you as a

result of your non payment; any visit made to your last address to trace you or the Products, or enforcing any sums payable by you to us under this Agreement. In addition, we may charge interest on all overdue amounts at the rate of 2% per month calculated on a daily basis, or £25, whichever is the greater. If we obtain court judgment against you for the outstanding amount, you agree that the statutory rate of interest shall not apply. The interest applying after the court judgment will remain as set out above. This rate of interest shall apply both before and after judgment is obtained (such obligation to be independent of and not to merge with the judgment). We shall also charge you the sum of £25 each time we represent an unpaid direct debit or cheque in respect of this Agreement.

17. Return of Products

We own the Products throughout the period of hire, and when this Agreement is cancelled, or it terminates under Term 9 or the hiring is brought to an end under Term 12, you must return the Products to us within fourteen days, complete with all ancillary items originally supplied, and in good operating order (fair wear and tear excepted) to an address nominated by us within the United Kingdom. If you fail to do so you will be liable for our costs incurred in recovering the Products and/or restoring them to good operating order. In the event that we are prevented from recovering the Products, or they are no longer in your possession, you will be liable to pay us on demand a sum equal to the estimated fair market value of similar products of like age.

18. Joint and Separate Liability

If your business consists of more than one person you will each be liable individually as well as together for the full extent of the commitments made under this Agreement.

19. Non-Regulated Agreement

If you are a corporate body or if the total of the Rentals under this Agreement is greater than £25,000 (including VAT), this Agreement will not be regulated by the Consumer Credit Act 1974. Any statutory notice in this Agreement or any copy of this Agreement concerning the Act will not apply.

20. Our Rights

Our rights under this Agreement will not be affected if we do not enforce, or we delay enforcing, any of these terms.

21. Notices

Any notice that you or we need to give under this Agreement must be sent by first class post to the address shown overleaf or any other address you or we have been told about in writing. Notice will be assumed to have been served 48 hours after it has been posted.

22. Agency

Neither the Supplier or any other person not directly employed by us has any authority to act as our agent or to make commitments in relation to this Agreement. Subject to the agency described in Term 5, we do not act as the Supplier's agent in any other respect.

23. Set Off

If any monies are payable to you under this Agreement by us, we may withhold from those monies an amount equal to the total monies you owe us under this account.

24. Contracts (Rights of Third Parties)

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25. Laws Governing this Agreement

This Agreement is governed by English law except where this Agreement is made in Scotland in which case it will be governed by Scottish law.

This notice only applies to agreements regulated by the Consumer Credit Act

IMPORTANT - YOU SHOULD READ THIS CAREFULLY YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which must be satisfied when the agreement is made. If they are not, we cannot enforce the agreement against you without a court order.

If you would like to know more about the protection and remedies provided under the Act, you should contact either your local Trading Standards Department or your nearest Citizen's Advice Bureau.

FIFTH SCHEDULE

Warranties

1. The Seller

- 1.1 The Seller has the right, power and authority and has taken all action necessary to execute and deliver, and to exercise her rights and perform her obligations under, this Agreement and each document to be executed at or before Completion.
- 1.2 The Seller has the right, power and authority to own the Assets and operate the Business.
- 1.3 The Seller's obligations under this Agreement and each document to be executed at or before Completion are, or when the relevant document is executed will be, valid, legal and binding obligations on the Seller that are fully enforceable in accordance with their terms.
- 1.4 The Seller does not have any place of business or branch or permanent establishment relating to the Business outside the United Kingdom.

2. Information

- 2.1 The information contained in the schedules (save for the sixth schedule) to this Agreement is accurate and complete.
- 2.2 So far as the Seller is aware all written information supplied to the Buyer or its advisers by or on behalf of the Seller or her advisers is complete and accurate and is not misleading because of any omission or ambiguity or for any other reason, and where the information is expressed as an opinion, it is truly and honestly held and not given casually, recklessly or without due regard for its accuracy.

3. Insolvency

- 3.1 No distress, execution or other process has been levied against the Seller in relation to the Business or the Assets, nor any action taken to repossess any goods of the Business in the Seller's possession.
- 3.2 No receiver (including an administrative receiver), trustee or administrator has been appointed of the whole or any part of the assets or undertaking of the Seller, which relates to or would or might affect the Business or the Assets, and the Seller is not aware of any circumstances likely to give rise to the appointment of any such receiver, trustee or administrator.
- 3.3 The Seller is not (i) bankrupt or (ii) insolvent and would not be deemed unable to pay her debts under section 123 of the Insolvency Act 1986.

3.4 The Seller has not proposed a voluntary arrangement and has not made or proposed any arrangement or composition with her creditors or any class of her creditors.

3.5 The Seller has not been a party to any transaction with any third party or parties which relates to or would or might affect the Business or any of the Assets and which would, if any such third party went into liquidation or had a bankruptcy or administration order made in relation to it, constitute (in whole or in part) a transaction at an undervalue, preference or invalid floating charge, or otherwise would or might constitute any other transaction or transfer at an undervalue or involving an unauthorised reduction of capital.

4. Accounts

4.1 To the extent that the Accounts relate to the Business they were prepared in accordance with the requirements of all relevant statutes and generally accepted United Kingdom accounting practices including, without limitation, all applicable Financial Reporting Standards issued by the Accounting Standards Board, Statements of Standard Accounting Practice issued by the Institute of Chartered Accountants of England and Wales and Statements from the accounting practice used to prepare the Accounts differs from those applicable in previous financial periods, the effect of any such difference is Disclosed.

4.2 Without prejudice to the generality of paragraph 4.1:

(a) the Accounts:

- (i) so far as the Seller is aware give a true and fair view of the state of affairs of the Business at the Accounts Date and the profits or losses of the Business for the financial period ending on that date;
- (ii) contain full provision or reserve for all liabilities and for all capital and revenue commitments of the Business as at the Accounts Date;
- (iii) disclose all the assets of the Business as at the Accounts Date and so far as the Seller is aware none of the values placed in the Accounts on any of those assets was in excess of its market value at the Accounts Date;
- (iv) make full provision for bad and doubtful debts;
- (v) do not include any figure which is referable to the value of an intangible asset; and
- (vi) make full provision for depreciation of the fixed assets of the Business having regard to their original cost and life.

(b) in the Accounts:

- (i) in valuing work-in-progress no value was attributed in respect of eventual profits, and adequate provision was made for such losses as were (at the time of signature of the Accounts by the Seller) reasonably foreseeable as arising or likely to arise;
 - (ii) slow-moving stock was written down appropriately, redundant, obsolete, obsolescent or defective stock was wholly written off and the value attributed to any other stock did not exceed the lower of cost (on a first in first out basis) and net realisable value (or replacement value) at the Accounts Date;
 - (iii) stock (except long-term contract balances) was valued in the same way as in the two preceding financial years and on the basis of the lower of cost or net realisable value; and
 - (iv) the long-term contract balances were valued in the same way as in the two preceding financial years and on the basis of net cost less foreseeable losses and payments on account.
- 4.3 The profits and losses of the Business shown in the Accounts were not, except as disclosed in the Accounts or in any note accompanying them, to any material extent affected by any extraordinary, exceptional, unusual or non-recurring income, capital gain or expenditure, or by any other factor known to the Seller rendering any such profit or loss for such period exceptionally high or low.
- 4.4 The bases and rates of depreciation and amortisation used in the Accounts were the same as those used in the Seller's audited accounts for the two preceding financial years.
- 4.5 The rates of depreciation and amortisation used in the Seller's audited accounts for the three financial years of the Seller ended on the Accounts Date were sufficient to ensure that each fixed asset of the Seller will be written down to nil by the end of its useful life.
- 5. **Accounting records**
- 5.1 The accounting records of the Seller comply with the requirements of sections 221 and 222 of the Companies Act 1985, do not contain or reflect any material inaccuracy or discrepancy and present and reflect in accordance with generally accepted accounting principles and standards the financial position of, and all transactions entered into by, the Seller or to which it has been a party.
- 5.2 All relevant financial books and records of the Business are in the possession of the Seller or otherwise under her direct control.
- 5.3 Where any of the records of the Business are kept on computer, the Seller:
 - (a) is the owner of all hardware and all software necessary to enable her to use the records as they have been used in the Business to the date of this

Agreement and to Completion;

- (b) does not share any hardware or software relating to the records with any person; and
- (c) maintains adequate back up records and support in the event of any fault or failure of such computer hardware and software.

6. Computer system

- 6.1 Complete and accurate particulars of the Computer System are set out in the third schedule.
- 6.2 Save in respect of the licensed software listed in part 1 of the third schedule the Seller is the owner of the Computer System free from Encumbrances and all other rights exercisable by third parties. The Seller has obtained all necessary rights from third parties to enable it to make exclusive and unrestricted use of the Computer System. Such rights are freely transferable to the Buyer.
- 6.3 The Computer Contracts are valid and binding, and no act or omission has occurred which would (if necessary with the giving of notice or lapse of time) constitute a breach of any such contract.
- 6.4 There are and have been no claims, disputes or proceedings arising or threatened under any Computer Contracts.
- 6.5 The Computer Contracts are freely transferable to the Buyer and none of them is liable to be terminated or otherwise materially affected as a result of the Transaction. The Seller has no reason to believe that any Computer Contracts will not be renewed on the same or substantially the same terms when they expire.

7. Management accounts

The management accounts of the Seller relating to the Business for the period from 31 July 2005 to 31 March 2006 fairly reflect the trading position of the Business as at their date and, for the period to which they relate, are not affected by any extraordinary, exceptional, unusual or non-recurring income, capital gain or expenditure or by any other factor known by the Seller rendering profits or losses for the period covered exceptionally high or low.

8. Events since the Accounts Date

- 8.1 Since the Accounts Date there has been no material change in:
 - (a) the financial or trading position of the Business;
 - (b) the value or state of assets or amount or nature of liabilities as compared with the position disclosed in the Accounts; or

- (c) in the turnover, direct or indirect expenses or the margin of profitability of the Business as compared with the position disclosed for the equivalent period of the last financial year.
- 8.2 The Seller has, since the Accounts Date, carried on the Business in the ordinary course and without interruption so as to maintain it as a going concern, and paid her creditors in the ordinary course.
- 8.3 Since the Accounts Date no supplier of the Business has ceased or restricted supplies or threatened so to do, there has been no loss or material curtailment of the business transacted with any customer which at any time in the preceding financial year represented 2% or more of the turnover of the Business, the Business has not been materially and adversely affected by the termination, or a change in the terms, of an important agreement or by an abnormal factor not affecting similar businesses, and the Seller is not aware of any circumstances likely to give rise to any of the above.
- 8.4 Since the date of the management accounts (to the period ended 31 March 2006), in relation to the Business the Seller has not:
 - (a) incurred or committed to incur:
 - (i) capital expenditure exceeding in total £5,000; or
 - (ii) any liability, whether actual or contingent, except in the ordinary course of business and for full value;
 - (b) acquired or agreed to acquire:
 - (i) so far as she is aware, any asset for a consideration higher than its market value at the time of acquisition or otherwise than in the ordinary course of business; or
 - (ii) any business or substantial part of it or any share or shares in a body corporate; or
 - (c) disposed of, or agreed to dispose of, any of her assets except in the ordinary course of business and for full value.
- 8.5 Since the Accounts Date the Seller has not factored, sold or agreed to sell any Debt.
- 9. **Contracts and commitments**
- 9.1 True and complete copies of the Contracts (or true and complete details of oral Contracts) have been given to the Buyer and are attached to the Disclosure Letter.

9.2 None of the Contracts:

- (a) is expected to have material adverse consequences in terms of expenditure or revenue;
- (b) relate to matters outside the ordinary course of the Business or were entered into other than on arms' length terms;
- (c) can be terminated in the event of any change in the underlying ownership or control of the Business or would be materially affected by such change;
- (d) cannot readily be fulfilled or performed by it on time;
- (e) is for a fixed period of more than 24 months;
- (f) restricts the Seller's freedom to operate the whole or part of the Business or to use or exploit any of the Assets as it decides;
- (g) constitutes a sale or purchase, option or similar agreement, arrangement or obligation affecting the Business or any of the Assets;
- (h) is one with which so far as the Seller is aware cannot comply on time or without undue or unusual expenditure of money or effort;
- (i) is one by which the Seller is a member of a joint venture, consortium, partnership or association (other than a bona fide trade association); or
- (j) is a distributorship, agency, franchise or management agreement or arrangement;

9.3 In relation to the Business there are no outstanding bids, tenders, sales or service proposals which are material or which, if accepted, the Seller is aware would be likely to result in a loss.

9.4 The Seller is not aware of any actual, potential or alleged breach, invalidity, grounds for termination, grounds for rescission, grounds for avoidance or grounds for repudiation of any Contract.

9.5 Other than in respect of the Trust Accounts, no amount has been, or will have been, paid to the Seller before the Transfer Date in respect of goods or services to be supplied after the Transfer Date.

9.6 No amount has been, or will have been, invoiced by the Seller before the Transfer Date in respect of goods or services to be supplied after the Transfer Date.

9.7 The Seller is not a party to, and the Seller is not liable under, a lease or hire, hire purchase, credit sale or conditional sale agreement.

- 9.8 Except for a condition or warranty implied by law or contained in its standard terms of business or otherwise given in the usual course of the Business, the Seller has not given a condition or warranty, or made a representation, in respect of goods or services supplied or agreed to be supplied by it, or accepted an obligation that could give rise to a liability after the goods or services have been supplied by it.
- 9.9 Any permission or consent required for the assignment or novation of a Contract to the Buyer has been obtained.
- 9.10 The Seller has not been notified of an actual or intended amendment to the prices or other terms of a Contract.
- 9.11 No party to a Contract is entitled to exercise a set off or counterclaim or delay or withhold payment of any money due under the Contract or to effect payment to a person other than the person specified in the Contract or otherwise to perform its obligations in a different manner to that provided in the Contract.
- 9.12 Neither the Seller nor a person for whose acts or defaults the Seller may be vicariously liable has:
- (a) induced a person to enter into an agreement or arrangement with the Seller by means of an unlawful or immoral payment, contribution, gift, or other inducement;
 - (b) offered or made an unlawful or immoral payment, contribution, gift or other inducement to a government official or employee; or
 - (c) directly or indirectly made an unlawful contribution to a political activity.
- 9.13 There is, and during the three years ending on the date of this Agreement there has been, no agreement or arrangement (legally enforceable or not) affecting the Business or any of the Assets to which the Seller is or was a party and in which the Seller or a person connected with her is or was interested in any way. For this purpose, "connected" has the meaning given by section 839 of ICTA 1988, except that in construing section 839 "control" has the meaning given by section 840 or section 416 of ICTA 1988 so that there is control whenever either section 840 or section 416 requires.
10. **Terms of trade**
- The Seller has not given any guarantee or warranty (other than any implied by law) or made any representation in respect of any services sold by the Business, except for those contained in her standard conditions of trading, complete and accurate copies of which are contained in the Disclosure Letter.
11. **Licences and consents**

- 11.1 Complete and accurate details of all licences, consents, permissions, authorisations, approvals, certificates, qualifications, specifications and registrations required for the carrying on of the Business have been disclosed to the Buyer and all of them have been obtained by the Business and are in full force and effect, unimpeachable and unconditional or subject only to a condition that has been satisfied (and nothing more remains to be done under the condition), and none of them (and no condition to which any of them is subject) is personal to the Seller. The Seller has complied with the terms and conditions of each such licence, consent, permission, authorisation, approval, certificate, qualification, specification and registration, and no expenditure or work will be required to comply with or maintain any of them.
- 11.2 All reports, returns and information required by law or as a condition of any such licence, consent, permission, authorisation, approval, certificate, qualification, specification or registration to be made or given to any person or authority in connection with the Business have been made or given to the appropriate person or authority, and there are no circumstances which indicate that any licence, consent, permission, authorisation, approval, certificate, qualification, specification or registration might not be renewed in whole or in part or is likely to be revoked, suspended or cancelled, or which may confer a right of revocation, suspension or cancellation.

12. Competition and trade regulation law

In relation to the Business, the Seller has not:

- 12.1 given an undertaking to, or is subject to, any order of or investigation by, or has received any request for information from;
- 12.2 received, nor so far as the Seller is aware, is likely to receive any process, notice or communication, formal or informal, by or on behalf of; or
- 12.3 been or is a party to, or is or has been concerned in, any agreement or arrangement in respect of which an application for negative clearance and/or exemption has been made to

the Office of Fair Trading, the Competition Commission, the Secretary of State, the European Commission or any other governmental or other authority, department, board, body or agency of any country in relation to the Business.

13. Compliance with law

- 13.1 The Seller has not in relation to the Business committed, nor is she liable for, and no claim has been or, so far as the Seller is aware, will be made, that she has committed or is liable for any criminal, illegal, unlawful or unauthorised act or breach of any obligation or duty whether imposed by or pursuant to statute, contract or otherwise.
- 13.2 *The Seller has not in relation to the Business received notification that any*

investigation or inquiry is being, or has been, conducted by, or received any request for information from any governmental or other authority, department, board, body or agency in respect her affairs and, so far as the Seller is aware, there are no circumstances which would give rise to any such investigation, inquiry or request.

- 13.3 None of the activities, contracts or rights of the Business is ultra vires, unauthorised, invalid or unenforceable or in breach of any contract or covenant, and all documents in the enforcement of which it may be interested are valid.

14. Litigation and disputes

- 14.1 Except for actions to recover any debt incurred in the ordinary course of the Business owed to the Seller where each individual debt and its costs outstanding amounts to less than £3,000:

- (a) neither the Seller nor any person for whose acts the Seller may be liable is in relation to the Business engaged in any litigation, arbitration, administrative or criminal proceedings, whether as claimant, defendant or otherwise;
- (b) no litigation, arbitration, administrative or criminal proceedings by or against the Seller or any person for whose acts she may be liable relating to the Business are threatened or expected and, so far as the Seller is aware, none are pending; and
- (c) there are no facts or circumstances likely to give rise to any litigation, arbitration, administrative or criminal proceedings against the Seller or any person for whose acts she may be liable in relation to the Business.

- 14.2 The Seller is not, in relation to the Business, subject to any order or judgment given by any court or governmental or other authority, department, board, body or agency, or has not been a party to any undertaking or assurance given to any court or governmental or other authority, department, board, body or agency which is still in force, nor are there any facts or circumstances likely to give rise to it becoming subject to such an order or judgment or to be a party to any such undertaking or assurance.

15. Ownership and condition of the Assets

- 15.1 Each of the Assets is owned both legally and beneficially by the Seller free from any third party rights and, if capable of possession, is in its possession in the United Kingdom.
- 15.2 Each item of the Moveable Assets is in good repair and condition having regard to its age and fair wear and tear and has been regularly maintained.
- 15.3 *The Business does not depend upon any assets, facilities or services (other than*

the Assets) owned or supplied by the Seller and the Property.

16. Creditors

- 16.1 The Seller is not obligated for any amount included in the Creditors otherwise than as the original debtor.
- 16.2 All amounts due from the Seller and included amongst the Creditors relate exclusively to the Business, were properly incurred in the ordinary and usual course of business, are not so far as the Seller is aware subject to dispute and are now due, owing and payable.

17. Encumbrances

- 17.1 No Encumbrance (other than a lien arising by operation of law in the ordinary course of trading) on, over or affecting the Assets is outstanding and, apart from this Agreement, there is no agreement or commitment to give or create any such Encumbrance, and no claim has been made by any person to be entitled to any of the Assets or any such Encumbrance.
- 17.2 No floating charge created by the Seller has crystallised, and there are no circumstances likely to cause such a floating charge to crystallise.
- 17.3 The Seller has not received notice from any person intimating that it will enforce any security that it may hold over any of the Assets, and there are no circumstances likely to give rise to such a notice.

18. Intellectual Property

- 18.1 Complete and accurate details of all Intellectual Property and copies of all licences and other agreements relating to it are contained in the Disclosure Letter.
- 18.2 All Intellectual Property is either:
- (a) in the sole legal and beneficial ownership of the Seller free from all licences and Encumbrances; or
 - (b) the subject of binding and enforceable licences from third parties in favour of the Seller:
 - (i) of which no notice to terminate has been received;
 - (ii) all parties to which have fully complied with all obligations in those licences; and
 - (iii) in relation to which no disputes have arisen or are foreseeable;

and in each case so far as the Seller is aware nothing has been done or omitted to be done which would jeopardise the validity, enforceability or subsistence of any Intellectual Property or any such licences.

- 18.3 No licences, registered user or other rights have been granted or agreed to be granted by the Seller to any person in respect of any Intellectual Property.
- 18.4 The Seller does not, so far as the Seller is aware, use any Intellectual Property in respect of which any third party has any right, title or interest.
- 18.5 The Seller owns or, so far as the Seller is aware, has the right to use all Intellectual Property rights required in connection with the conduct of its business as presently carried on or expected to be carried on in the future.
- 18.6 So far as the Seller is aware, at no time during the past six years has there been any unauthorised use or infringement by any person of any Intellectual Property.
- 18.7 So far as the Seller is aware, none of the processes employed, or products or services dealt in, by the Business infringes any rights of any third party relating to Intellectual Property nor makes the Seller liable to pay a fee or royalty, and no claims have been made, threatened or, so far as the Seller is aware, are pending, in relation to any such Intellectual Property against her.
- 18.8 Except in the ordinary course of business and on a confidential basis, no disclosure has been made of any of the confidential information, know-how, technical processes, financial or trade secrets or customer or supplier lists of the Business.
- 18.9 Any names used by the Business other than the Names are contained in the Disclosure Letter and, so far as the Seller is aware, do not infringe the rights of any person.

19. Employment

- 19.1 Complete and accurate details in all material respects (including those required to be provided by a seller to a buyer pursuant to the provisions of TUPE) of the terms and conditions of employment of all the Employees, including those who are on maternity leave, or are absent because of disability or other long-term leave of absence or have or may have a right to return to work in the Business, including their names, dates of birth and commencement of employment, period of continuous employment, and where any has been continuously absent from work for more than one month, the reasons for the absence, their remuneration (including salary, bonus, commission, profit sharing, share options, agreed pay increases, permanent health insurance, medical expenses insurance, life assurance and pension benefits), job description, notice periods and any arrangements or assurances (whether or not legally binding) for the payment of compensation on termination of employment and in the case of former employees who have left

the employment of the Seller within the last 12 months preceding the date of this Agreement, or employees whose employment is to be terminated, their termination date, or proposed termination date, agreed compensation and other payments due on dismissal, and amount of payments and/or commission currently outstanding, are contained in either the first schedule or the Disclosure Letter. The Seller has included the names of all Employees, in the relevant parts of the first schedule. The Seller does not engage the services of any worker, agent, or provider of services, except those named in the Disclosure Letter.

- 19.2 The Seller has maintained up to date, adequate and suitable records in all material respects regarding the service and terms and conditions of employment of each of the Employees and for the purposes of the Working Time Regulations 1998.
- 19.3 Insofar as the Seller is aware, there are no claims capable of arising or pending or threatened by any officer or employee or former officer or employee, or the Health and Safety Executive or any local authority Environmental Health Department, or any trade union or employee representative, pursuant to the Working Time Regulations.
- 19.4 True and complete copies of all contracts of employment are contained in the Disclosure Letter. The Disclosure Letter also sets out if any contract of employment of an Employee has been varied orally, and the terms of this variation.
- 19.5 Since the Accounts Date there has been no material alteration in the terms of employment or any material change in the number of employees employed in the Business other than in the normal course of business.
- 19.6 Other than salary (including car allowance) and commission for the current month and accrued holiday pay for the current year, no amount is owing to any Employee as at the date of this Agreement.
- 19.7 No Employee has given notice or is under notice of dismissal, nor are there any service contracts between the Seller and any of the Employees which cannot be terminated by the Seller by twelve weeks' notice or less without giving rise to a claim for damages or compensation (other than a statutory redundancy payment).
- 19.8 In relation to the Business, the Seller is not a party to any collective agreement or arrangement with any trade union or other body or organisation representing the Employees.
- 19.9 So far as the Seller is aware in relation to its officers, the Employees and former employees, the Seller has complied with all relevant legislation in all material respects (including, without limitations, TUPE and the Working Time Regulations 1998), conditions of service and, where relevant, all collective agreements and recognition agreements and workforce agreements for the

time being.

- 19.10 Insofar as the Seller is aware no dispute has arisen between the Seller and a material number or category of the Employees, nor are there any present circumstances known to the Seller which are likely to give rise to any such dispute.
- 19.11 Except as Disclosed, the Seller has no plans, schemes or arrangements or proposed plans, schemes or arrangements in relation to death, disability or retirement of any of the Employees or with regard to a share incentive, share option, profit sharing bonus, or other incentive scheme for any of the Employees.
- 19.12 No Employee has raised a formal grievance, is subject to formal disciplinary proceedings, has notified the Seller that they intend to make a claim against the Seller or Buyer, or has taken a claim against the Seller either in a court or Employment Tribunal or elsewhere.
- 19.13 The Seller is not party to a consultancy contract in connection with the business. There is no employment nor consultancy contract nor other contract of engagement between the Seller and any person in connection with the Business which is in suspension or has been terminated but is capable of being revived or enforced in respect of which the Seller has a continuing obligation.
- 19.14 There is no agreement nor arrangement between the Business and any of the Employees, in connection with the Business with respect to his employment, his ceasing to be employed or his retirement, which is not included in the Disclosure Letter. The Business has not provided, nor agreed to provide, an ex gratia payment or benefit to any of the Employees or to his dependants.
- 19.15 The Seller has not:
- 19.15.1 insofar as the Seller is aware, incurred any liability for breach or termination of an employment contract with any of the Employees, in connection with the Business including, without limitation, a redundancy payment, protective award and compensation for wrongful dismissal, unfair dismissal and failure to comply with an order for the reinstatement or re-engagement of any of the Employees, in connection with the Business.
- 19.15.2 incurred a liability for breach or termination of a consultancy agreement in relation to the Business; or
- 19.16 Within the 12 months ending on the date of this Agreement the Seller has not:
- 19.16.1 given notice of redundancies to the relevant Secretary of State or

started consultations with a trade union under Chapter II of Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 or failed to comply with its obligations under Chapter II of Part IV of that Act; or

- 19.16.2 been a party to a relevant transfer (as defined in TUPE) or failed to comply with a duty to inform and consult a trade union under TUPE.

20. **Taxation**

- 20.1 All documents relating to the Business or the Assets have been duly and properly stamped, and no such document has been executed and retained outside the United Kingdom in circumstances in which a liability to stamp duty would arise if such document were to be brought into the United Kingdom.
- 20.2 None of the Assets is a long life asset for the purposes of Chapter 10, Part 2 of the CAA 2001.
- 20.3 None of the Assets is a fixture for the purposes of Chapter VI, Part II of the CAA 2001.
- 20.4 The provisions of Chapter 17, Part 2 of the CAA 2001 (Anti-Avoidance) do not apply to any of the Assets or to the lease of any asset entered into in respect of the Business.
- 20.5 The provisions of Schedule 12 of the Finance Act 1997 (leasing arrangements) do not apply to any of the Assets or to the lease of any asset entered into in respect of the Business.
- 20.6 *There is no unsatisfied liability to inheritance tax attached or attributable to any of the Assets and no liability of that kind could arise as a result of any event occurring on or before Completion (whether or not in combination with an event occurring after Completion).*
- 20.7 The Assets are not, and will not in consequence of an event occurring on or before Completion (whether or not in combination with an event occurring after Completion) become, subject to an Inland Revenue charge as mentioned in section 237 of the Inheritance Tax Act 1984.
- 20.8 No person has, or could in consequence of an event occurring on or before Completion (whether or not in combination with an event occurring after Completion):
- (a) become liable to inheritance tax attributable to the value of any of the Assets; or
 - (b) obtain the power under section 212 of the Inheritance Tax Act 1984 to raise inheritance tax by the sale or mortgage of, or by a terminable charge

on, any of the Assets.

20.9 None of the Assets is a capital item, the input tax on which may be subject to adjustment in accordance with Part XV of the Value Added Tax Regulations 1995.

21. Disputes, records, etc

21.1 The treatment of the Business or Assets for Taxation purposes has not to any material extent depended on any unpublished concession, agreement, dispensation or other formal or informal arrangement with any Tax Authority.

21.2 The Seller has sufficient records relating to past events concerning the Business and the Assets to enable the Buyer to calculate any Relief available in respect of any Assets or any liability to Taxation arising on the disposal or realisation of any Asset, and such records remain complete and accurate.

21.3 The Seller has kept and maintained complete and accurate accounting records, invoices and other documents appropriate or requisite and all proper returns and payments for Taxation purposes have been duly and punctually made, including for the avoidance of doubt all payments in respect of VAT, PAYE and National Insurance Contributions.

21.4 In the six years prior to the date of this agreement there have been no disputes or disagreements with any Tax Authority, and there are no unsettled or outstanding assessments or appeals, in either such case in respect of Taxation or the availability of any Relief relating to the Business or the Assets, and there are no circumstances which may give rise to such a dispute or disagreement after Completion.

21.5 None of the Assets is the subject of any Encumbrance in respect of Taxation and no circumstances exist under which a power of sale could be exercised by any person in respect of any Asset.

22. Effect of Transfer

Neither the execution nor performance of this Agreement nor a document to be executed at or before Completion will:

22.1 so far as the Seller is aware, result in the Buyer losing the benefit of a permission, licence, consent, approval, authorisation, certificate, qualification, specification, registration or other authorisation necessary in any jurisdiction for the effective operation of the Business or the ownership, possession, occupation or use of any of the Assets, or losing the benefit of an asset, licence, grant, subsidy, right or privilege which the Seller enjoys at the date of this Agreement in any jurisdiction; or

22.2 conflict with, or result in a breach of, or give rise to an event of default under, or require the consent of a person under, or enable a person to

terminate, or relieve a person from an obligation under, an agreement, arrangement or obligation to which the Seller is a party or a legal or administrative requirement in any jurisdiction.

23. **Insurance**

- 23.1 The Disclosure Letter contains a list of each current insurance and indemnity policy in respect of which the Seller has an interest in connection with the Business and the Assets (together the "**Policies**").
- 23.2 Each of the Policies is valid and enforceable and is not void or voidable. So far as the Seller is aware it has not done anything or omitted to do anything that might make any of the Policies void or voidable.
- 23.3 No claim is outstanding under any of the Policies and so far as the Seller is aware no fact or circumstance exists which might give rise to a claim under any of the Policies.
- 23.4 The Seller has not done or omitted to do anything that might result in an increase in the premium payable under any of the Policies.

SIXTH SCHEDULE

Apportionment of consideration

Asset	£
Moveable Assets	10,000
Work in Progress	89,992
Computer System	1
Business Information	1
Goodwill	1,900,000
Intellectual Property	1
Websites	1
The benefit of the Claims	1
The benefit of the Contracts	1
Records	1
The remainder	1
TOTAL	<u>2,000,000</u>

SEVENTH SCHEDULE

Balances in respect of the Trust Accounts as at close of business on Wednesday, 10
May 2006

Sort	Account		
Code	Number	Account Name	Balance
160001	20265539	BUDSWORTH/D LEWIS	257.70 +
160001	20267035	BUDSWORTH/J CAMMELL	316.07 +
160001	20280562	BUDSWORTH/GATES	6,524.46 +
160001	20285793	BUDSWORTH/HOLDER	15,994.39 +
160001	20286471	B BUDSWORTH/CLIENTS	11,503.07 +
160001	20304372	BUDSWTH/DEBT ADV/CLI	5.34 +
160001	20310372	BUDSWORTH/BOLLIN DAL	650.30 +
160001	20322753	BUDSWORTH/WILSON T	864.34 +
160001	20345664	BUDSWORTH/STEELE	5,096.05 +
160001	20349414	BUDSWORTH/BLOOM	7,300.58 +
160001	20349554	BUDSWORTH/HILTON	4,305.65 +
160001	20353853	BUDSWORTH/NICHOLSON	17,445.67 +
160001	20355740	BUDSWORTH/R&C SMITH	2,115.92 +
160001	20359185	BUDSWORTH/QADIR W	10,813.31 +
160001	20361260	BUDSWORTH/OCONNOR J	17,420.58 +
160001	20361872	BUDSWORTH/B BAILEY	4,009.10 +
160001	20375938	BUDSWORTH/JACKLIN	12,235.98 +
160001	20377345	BUDSWORTH/SUP MELLOR	12,983.01 +
160001	20379135	BUDSWORTH/V HAXTON	5,477.68 +
160001	20379143	BUDSWORTH/CARNEY	7,816.78 +
160001	20386727	BUDSWORTH/S&A PARRY	2,492.82 +
160001	20386859	BUDSWORTH/M&V SENIOR	1,896.16 +
160001	20396765	BUDSWORTH/B BUTLER	2,071.77 +
160001	20402900	BUDSWORTH/MORTIMER	5,919.97 +
160001	20407880	BUDSWORTH/MORRISON R	5,216.78 +
160001	20408232	BUDSWORTH/ROWNTREE	4,430.55 +
160001	20412094	BUDSWORTH/MARK BLOOD	5,827.82 +
160001	20414100	BUDSWORTH/LEES S	4,326.33 +
160001	20415301	BUDSWORTH/L&C COX	9,436.20 +
160001	20417509	BUDSWORTH/GARY BOON	4,085.07 +
160001	20417576	BUDSWORTH/AB HURST	1,463.30 +
160001	20417630	BUDSWORTH/K&K WARD	1,694.81 +
160001	20418483	BUDSWORTH/W FRIEDMAN	9,985.29 +
160001	20419056	BUDSWORTH/BUSSOOA	3,704.49 +
160001	20419064	BUDSWORTH/BRUCE	15,239.51 +
160001	20421271	BUDSWORTH/MARTIN	6,930.22 +
160001	20422049	BUDSWORTH/LOWTHIAN	4,057.27 +
160001	20422065	BUDSWORTH/HOWARTH K	4,435.59 +
160001	20422073	BUDSWORTH/BILSBURY	3,952.74 +
160001	20422804	BUDSWORTH/AM DEGELAS	5,944.44 +
160001	20423851	BUDSWORTH/J&N GRIFFI	10,169.51 +
160001	20425447	BUDSWORTH/A SLEIGHT	18,919.26 +
160001	20426877	BUDSWORTH/P&H SMITH	51.37 +
160001	20427725	BUDSWORTH/G&M CROSS	3,597.39 +
160001	20430890	BUDSWORTH/W BROWN	5,565.27 +
160001	20431676	BUDSWORTH/C TAYLOR	74.87 +
160001	20436864	BUDSWORTH/J TATLER	8,594.39 +
160001	20437410	BUDSWORTH/M WOOD	44,703.85 +
160001	20437429	BUDSWORTH/A AMPIAH	5,167.13 +
160001	20437755	BUDSWORTH/P&E CHUBB	3,775.75 +
160001	20440535	BUDSWORTH/TOWN&DUNLE	3,343.28 +

160001	20440543	BUDSWORTH/POWELL	6,829.64	+
160001	20440632	BUDSWORTH/O'NEILL	3,336.98	+
160001	20440713	BUDSWORTH/COLEMAN	4,063.55	+
160001	20441817	BUDSWORTH/ELEBIOLA	14,936.44	+
160001	20441981	BUDSWORTH/SOUTHALL	4,335.35	+
160001	20442112	BUDSWORTH/SUP JONES	2,996.69	+
160001	20442341	BUDSWORTH/SUP TURNER	3,301.54	+
160001	20443542	BUDSWORTH/SUMNER	8,671.84	+
160001	20443550	BUDSWORTH/CHAMBERS	6,123.44	+
160001	20443585	BUDSWORTH/O'CONNOR	4,558.22	+
160001	20443593	BUDSWORTH/CHAFFEY	4,015.33	+
160001	20443682	BUDSWORTH/PORTNALL	6,902.04	+
160001	20443690	BUDSWORTH/CHRISTOFFE	7,167.74	+
160001	20445677	BUDSWORTH/P STARGATT	2,020.43	+
160001	20447211	BUDSWORTH/MCLAUGHLIN	12,571.75	+
160001	20447777	BUDSWORTH/RUDD M	4,607.87	+
160001	20448218	BUDSWORTH/CJ BRITTON	9,105.31	+
160001	20448412	BUDSWORTH/BEECH C	3,776.42	+
160001	20449303	BUDSWORTH/HAYTON R&L	13,715.63	+
160001	20449311	BUDSWORTH/RIDSDALE	3,067.04	+
160001	20449478	BUDSWORTH/S LAVELLE	2,911.05	+
160001	20449745	BUDSWORTH/HUTCHINSON	3,874.29	+
160001	20450646	BUDSWORTH/WILDGOOSE	9,019.61	+
160001	20451049	BUDSWORTH/CARDEN-MAU	3,312.54	+
160001	20451456	BUDSWORTH/INGRAM	10,923.04	+
160001	20451871	BUDSWORTH/DAVIES J	5,984.17	+
160001	20452770	BUDSWORTH/GARDENER P	2,829.56	+
160001	20453203	BUDSWORTH/BEST J	5,944.45	+
160001	20454250	BUDSWORTH/BROOKER C	15,957.53	+
160001	20454269	BUDSWORTH/SENNETT J	2,310.96	+
160001	20455621	BUDSWORTH/MARTIN S&L	7,085.24	+
160001	20456105	BUDSWORTH/TURNBULL	3,036.17	+
160001	20458396	BUDSWORTH/HOME FARM	5.15	+
160001	20459686	BUDSWORTH/POTTER C	1,463.88	+
160001	20460978	BUDSWORTH/DALEY S&M	7,310.59	+
160001	20461206	BUDSWORTH/O'CONNOR	5,731.03	+
160001	20461222	BUDSWORTH/INDEVENT	19,281.55	+
160001	20461249	BUDSWORTH/INTERLARE	55.17	+
160001	20462628	BUDSWORTH/COLLINS J	4,856.14	+
160001	20463616	BUDSWORTH/HOLDAWAY T	6,542.25	+
160001	20470493	BUDSWORTH/WILCOCK&RI	3,415.89	+
160001	20472992	BUDSWORTH/DIESSEL ME	61,113.70	+
160001	20473018	BUDSWORTH/HOSKINS N	2,193.63	+
160001	20475622	BUDSWORTH/RASSOULI-F	3,795.80	+
160001	20475789	BUDSWORTH/JONES MK&D	5,609.13	+
160001	20476254	BUDSWORTH/NOACK N	2,912.89	+
160001	20476270	BUDSWORTH/HEATHER	13,615.29	+
160001	20476335	BUDSWORTH/ANWAR I	8,646.86	+
160001	20476807	BUDSWORTH/HAGUE A	5,069.05	+
160001	20477609	BUDSWORTH/BRUCE CATH	3,849.71	+
160001	20479520	BUDSWORTH/LARBI D A	6,645.89	+
160001	20480979	BUDSWORTH/BAMFORD S	39,163.13	+
160001	20480987	BUDSWORTH/DOWEN N	77.78	+

160001	20482807	BUDSWORTH/HOLLAND M	3,312.44	+
160001	20483242	BUDSWORTH/JENKINS MJ	6,216.64	+
160001	20485083	BUDSWORTH/PATEL LENA	8,397.05	+
160001	20485091	BUDSWORTH/BACHE JULI	6,319.18	+
160001	20485253	BUDSWORTH/BROWN N J	2,009.00	+
160001	20488252	BUDSWORTH/FREEFORCE	44.36	+
160001	20488643	BUDSWORTH/REW-DIXON	8,695.10	+
160001	20488767	BUDSWORTH/WATSON S	13,534.77	+
160001	20489291	BUDSWORTH/ENTERPRISE	10,709.46	+
160001	20490788	BUDSWORTH/KAUR TARVI	4,030.10	+
160001	20491784	BUDSWORTH/RAYNOR DEN	9,242.18	+
160001	20491849	BUDSWORTH/BLUNSTONE	15,921.90	+
160001	20493388	BUDSWORTH/SHEPPARD P	1,880.73	+
160001	20493469	BUDSWORTH/YOUNG KARE	1,315.00	+
160001	20493744	BUDSWORTH/SMITH C &C	8,647.52	+
160001	20493949	BUDSWORTH/D'EAU M	1,496.43	+
160001	20494007	BUDSWORTH/GRAYSON J	11,848.93	+
160001	20495518	BUDSWORTH/BUNDY J&M	1,507.88	+
160001	20495593	BUDSWORTH/COSSINGTON	1,758.48	+
160001	20496077	BUDSWORTH/BARNETT A	2,134.58	+
160001	20496093	BUDSWORTH/BROWN IAN	4,051.40	+
160001	20497030	BUDSWORTH/SCOTT HOWA	9,146.23	+
160001	20497049	BUDSWORTH/WARING J&C	63,826.93	+
160001	20497316	BUDSWORTH/WEBB PAUL	3,265.61	+
160001	20498053	BUDSWORTH/WALKDEN B&	3,581.99	+
160001	20499203	BUDSWORTH/COUCHMAN	27,749.80	+
160001	20499211	BUDSWORTH/LACEBY S	4,934.62	+
160001	20499319	BUDSWORTH/PETRIE G&S	7,731.41	+
160001	20499521	BUDSWORTH/WOODS T&E	4,269.05	+
160001	20499971	BUDSWORTH/ANTOINE F	6,761.90	+
160001	20500155	BUDSWORTH/JAGO IAN	6,217.85	+
160001	20501348	BUDSWORTH/BRIGHT R T	1,792.97	+
160001	20501968	BUDSWORTH/GREENFIELD	4,825.34	+
160001	20501976	BUDSWORTH/DUTTON TRA	2,407.70	+
160001	20501984	BUDSWORTH/LEWIS A TA	4,324.21	+
160001	20501992	BUDSWORTH/ELLIS&SNIO	2,975.23	+
160001	20502069	BUDSWORTH/EDWARDS A	4,041.66	+
160001	20504762	BUDSWORTH/HARVEY S	4,194.92	+
160001	20504940	BUDSWORTH/SPENCE	27,820.23	+
160001	20505149	BUDSWORTH/KENNEDY D	6,224.95	+
160001	20505726	BUDSWORTH/WEAFER-COO	2,466.10	+
160001	20507079	BUDSWORTH/FORAN J	4,893.44	+
160001	20507834	BUDSWORTH/FAIRCLOUGH	890.57	+
160001	20508040	BUDSWORTH/DONNELLY J	3,501.49	+
160001	20509764	BUDSWORTH/BROOKS N C	1,682.34	+
160001	20509799	BUDSWORTH/SCOOPER TN	6,739.86	+
160001	20510142	BUDSWORTH/PRATT S	1,498.02	+
160001	20510843	BUDSWORTH/WARDMAN R	16,931.23	+
160001	20511769	BUDSWORTH/SMITH&THOR	1,997.88	+
160001	20511777	BUDSWORTH/ADAMCZYK M	6,667.79	+
160001	20513419	BUDSWORTH/FLOWERS M	1,841.16	+
160001	20513648	BUDSWORTH/FRIEND R	2,886.03	+
160001	20515756	BUDSWORTH/JOINER K	4,419.42	+

160001	20516450	BUDSWORTH/FDF MNGMNT	49,489.36	+
160001	20517236	BUDSWORTH/LIFE&FINAN	19,126.40	+
160001	20517511	BUDSWORTH/WESTBURY M	3,513.35	+
160001	20517678	BUDSWORTH/HAMMOND	6,629.31	+
160001	20518607	BUDSWORTH/MOORE D	2,662.79	+
160001	20520865	BUDSWORTH/SINERGIE	18,090.05	+
160001	20521616	BUDSWORTH/DUFFIN T&M	10,214.01	+
160001	20521829	BUDSWORTH/MCKAY G	6,307.09	+
160001	20521942	BUDSWORTH/HALSALL A	34,423.98	+
160001	20522329	BUDSWORTH/BIRTWISTLE	5,500.19	+
160001	20522337	BUDSWORTH/DEOJEE D	889.99	+
160001	20523600	BUDSWORTH/PASHLEY&MI	1,423.02	+
160001	20523767	BUDSWORTH/HOYLE M	68.20	+
160001	20524380	BUDSWORTH/FENNELL	9,489.80	+
160001	20524526	BUDSWORTH/MARTIN G&L	1,605.99	+
160001	20525174	BUDSWORTH/BEECH S	37,963.26	+
160001	20525344	BUDSWORTH/HESTER T	3,328.52	+
160001	20525379	BUDSWORTH/FENTON L	6,415.88	+
160001	20525646	BUDSWORTH/FLYNN&BYRN	3,447.84	+
160001	20527517	BUDSWORTH/FREMPONG M	1,251.59	+
160001	20527525	BUDSWORTH/HOOPER K&A	20,320.81	+
160001	20527533	BUDSWORTH/CAPPS R&K	10,126.38	+
160001	20527770	BUDSWORTH/BENNETT L	4,688.23	+
160001	20528149	BUDSWORTH/ BROWN J	45.14	+
160001	20528165	BUDSWORTH/LEAMY V&L	893.40	+
160001	20528386	BUDSWORTH/HEAPY M&S	57.62	+
160001	20529110	BUDSWORTH/HOPKINS K	3,588.37	+
160001	20529951	BUDSWORTH/HOLLAND S	851.11	+
160001	20530321	BUDSWORTH/LIGHTFOOT	4,536.83	+
160001	20530348	BUDSWORTH/FREEFORCE	1,889.71	+
160001	20531646	BUDSWORTH/CONSTANTIN	7,837.75	+
160001	20531905	BUDSWORTH/PENNINGTON	22,309.57	+
160001	20531913	BUDSWORTH/JARVIS R	3,815.10	+
160001	20533258	BUDSWORTH/VTC INTEGR	21,979.37	+
160001	20535188	BUDSWORTH/BRADBURN D	1,758.56	+
160001	20535692	BUDSWORTH/ANNAN T	307.62	+
160001	20536907	BUDSWORTH/WHEELER C	5,620.22	+
160001	20537989	BUDSWORTH/PARRY D	741.34	+
160001	20539655	BUDSWORTH/CLEARY A	1,221.32	+
160001	20540440	BUDSWORTH/STEWART J	6,348.33	+
160001	20540467	BUDSWORTH/HENSTOCK A	1,037.27	+
160001	20540483	BUDSWORTH/MITCHELL D	352.42	+
160001	20540548	BUDSWORTH/EDWARDS P	1,318.09	+
160001	20542451	BUDSWORTH/WALTON J	1,265.27	+
160001	20542478	BUDSWORTH/BROWNHILL	5,475.84	+
160001	20544322	BUDSWORTH/BERESFORD	293.39	+
160001	20545841	BUDSWORTH/HALLIDAY A	1,136.15	+
160001	20546228	BUDSWORTH/DAVIDSON L	1,929.02	+
160001	20546236	BUDSWORTH/HANKEY G	582.43	+
160001	20547526	BUDSWORTH/CUMMINS M	561.56	+
160001	20547542	BUDSWORTH/COLES J	3.44	+
160001	20547550	BUDSWORTH/ELDEN G	328.16	+
160001	20547569	BUDSWORTH/MOORE V	1,567.23	+

160001	20547968	BUDSWORTH/ROBINSON	2,909.40	+
160001	20548662	BUDSWORTH/ROBERTSON	2,877.31	+
160001	20548670	BUDSWORTH/WHITE S	4,683.82	+
160001	20556460	BUDSWORTH/WHITTON G	1,133.84	+
160001	20556967	BUDSWORTH/DAWSON C T	60.80	+
160001	20556975	BUDSWORTH/REID I	334.50	+
160001	20557114	BUDSWORTH/HARDMAN	6.94	+
160001	20557203	BUDSWORTH/THOMSON	1.41	+
160001	20557211	BUDSWORTH/HALEWOOD	1,163.73	+
160001	20557599	BUDSWORTH/VERNALL	2,947.30	+
160001	20558218	BUDSWORTH/TAYLOR S&V	10,494.18	+
160001	20558986	BUDSWORTH/REID STEPH	278.10	+
160001	20558994	BUDSWORTH/MULHALL A&	485.03	+
160001	20559109	BUDSWORTH/ASHWORTH	0.25	+
160001	20559257	BUDSWORTH/BRENNAN E	934.26	+
160001	20559338	BUDSWORTH/HERRIDGE A	137.40	+
160001	20559575	BUDSWORTH/LEISUREFOR	41,408.22	+
160001	20559761	BUDSWORTH/TOTTERDALE	466.22	+
160001	20560514	BUDSWORTH/BALDWIN M&	603.82	+
160001	20560700	BUDSWORTH/TINGLE HEL	472.70	+
160001	20561952	BUDSWORTH/O'DONNELL	7,918.32	+
160001	20561960	BUDSWORTH/LAWSON J	316.52	+
160001	20562185	BUDSWORTH/MASON	372.72	+
160001	20562932	BUDSWORTH/OWEN T&M	1,091.32	+
160001	20563920	BUDSWORTH/MARSH A	1,305.36	+
160001	20563947	BUDSWORTH/EADES S&E	1.05	+
160001	20563955	BUDSWORTH/FINCH K	0.99	+
160001	20563998	BUDSWORTH/DUFFIELD J	741.11	+
160001	20564854	BUDSWORTH/RILEY C	453.00	+
160001	20565591	BUDSWORTH/JONES S&T	281.51	+
160001	20565605	BUDSWORTH/J & J WAKE	1,738.80	+
160001	20565885	BUDSWORTH/NEWSHAM D	308.40	+
160001	20566563	BUDSWORTH/EVANS&BUTT	3.59	+
160001	20566571	BUDSWORTH/DCT LN ENE	66,797.77	+
160001	20567748	BUDSWORTH/HEALY K	1,137.03	+
160001	20567756	BUDSWORTH/NICHOLS P	1,154.00	+
160001	20567888	BUDSWORTH/GILL J & J	73.76	+
160001	20567918	BUDSWORTH/FAIRLESS&Y	13.58	+
160001	20567926	BUDSWORTH/ALLMAN E	3.42	+
160001	20568124	BUDSWORTH/ARTHUR W	11.01	+
160001	20569201	BUDSWORTH/ROBB B&A	20,849.25	+
160001	20570579	BUDSWORTH/MASON A	469.33	+
160001	20570625	BUDSWORTH/BAILEY D	17.87	+
160001	20570978	BUDSWORTH/HODDER J	2,437.20	+
160001	20571168	BUDSWORTH/NUTLAND A&	503.00	+
160001	20572113	BUDSWORTH/JEFFREY J	518.16	+
160001	20572350	BUDSWORTH/POPPLE & C	367.78	+
160001	20573233	BUDSWORTH/DANVERS	2.82	+
160001	20573616	BUDSWORTH/MOISHER S	507.47	+
160001	20574744	BUDSWORTH/GODDEN J	5.32	+
160001	20574752	BUDSWORTH/HOPKINS	2.04	+
160001	20574760	BUDSWORTH/MARCONI L	615.73	+
160001	20575066	BUDSWORTH/GALLAGHER	69.68	+

160001	20575368	BUDSWORTH/WALKER C	431.10	+
160001	20575384	BUDSWORTH/SMITH M	412.77	+
160001	20575392	BUDSWORTH/FILBY C	158.86	+
160001	20575422	BUDSWORTH/ASHDOWN M&	33.52	+
160001	20575473	BUDSWORTH/CHRISTIAN	5.90	+
160001	20576585	BUDSWORTH/PAPARGIRIS	990.81	+
160001	20577425	BUDSWORTH/ANDREW M	17,741.96	+
160001	20577433	BUDSWORTH/MELLOR P&C	446.42	+
160001	20578057	BUDSWORTH/ROBSHAW C	6.01	+
160001	20578758	BUDSWORTH/MILTON A&M	471.69	+
160001	20578766	BUDSWORTH/LEWIS C&E	620.20	+
160001	20578782	BUDSWORTH/ALLCORN I	0.92	+
160001	20579517	BUDSWORTH/BROADLAND	4,576.85	+
160001	20579630	BUDSWORTH/HALLIDAY M	1.35	+
160001	20579649	BUDSWORTH/LEE S	18,387.66	+
160001	20580191	BUDSWORTH/FITCH G	39.82	+
160001	20580728	BUDSWORTH/WALKER D	4.52	+
160001	20581333	BUDSWORTH/BYFIELD J	350.74	+
160001	20581368	BUDSWORTH/SALTER R	465.62	+
160001	20582070	BUDSWORTH/PEACOCK&AU	334.99	+
160001	20582089	BUDSWORTH/FLETCHER	-	+
160001	20582267	BUDSWORTH/CYBERUS	30,668.36	+
160001	20582275	BUDSWORTH/LAKEY&DORA	80.39	+
160001	20582755	BUDSWORTH/THORNTON B	36.19	+
160001	20584227	BUDSWORTH/MIGUEL W&S	480.04	+
160001	20584235	BUDSWORTH/GILMAN A	1.90	+
160001	20584596	BUDSWORTH/FISHER R	200.00	+
160001	20584839	BUDSWORTH/DENWER J	750.15	+
160001	20585045	BUDSWORTH/STANNEY S	658.65	+
160001	20585053	BUDSWORTH/FLUX GARY	614.51	+
160001	20585061	BUDSWORTH/CARTLEDGE	15.09	+
160001	20585088	BUDSWORTH/WILLIAMS M	304.76	+
160001	20585312	BUDSWORTH/TAMBELLINI	283.48	+
160001	20585320	BUDSWORTH/OWEN R&J	300.06	+
160001	20585339	BUDSWORTH/HULL P&C	3.35	+
160001	20585436	BUDSWORTH/MILLS G&R	157.32	+
160001	20585444	BUDSWORTH/BOLTON J	560.00	+
160001	20585460	BUDSWORTH/ROBSON C	35.32	+
160001	20585479	BUDSWORTH/STOCKLEY F	469.27	+
160001	20585703	BUDSWORTH/HENRY E	198.07	+
160001	20585916	BUDSWORTH/FIELDING L	15.13	+
160001	20586386	BUDSWORTH/HUNTER R&W	212.31	+
160001	20586394	BUDSWORTH/DOUGLAS L	19.02	+
160001	20586491	BUDSWORTH/MURPHY A&P	400.00	+
160001	20587072	BUDSWORTH/SEMPLE P	279.42	+
160001	20587528	BUDSWORTH/BRYANT L&A	31.68	+
160001	20587536	BUDSWORTH/COVENTRY P	32.82	+
160001	20587617	BUDSWORTH/ROCHESTER	481.56	+
160001	20588257	BUDSWORTH/DEVLIN K	584.89	+
160001	20589156	BUDSWORTH/HUNTER J	600.00	+
160001	20590715	BUDSWORTH/DOMANSKY	32.38	+
160001	20590847	BUDSWORTH/ROWDEN	22,342.73	+
160001	20590855	BUDSWORTH/PLEXUS COM	23,942.87	+

160001	20590863	BUDSWORTH/PERKINS D&	100.00	+
160001	20590871	BUDSWORTH/HOPE CRAIG	-	+
160001	20591037	BUDSWORTH/NEAL C & M	9,942.71	+
160001	20591673	BUDSWORTH/BLANDFORD	300.00	+
160001	20591681	BUDSWORTH/LAWRENCE A	220.00	+
160001	20591886	BUDSWORTH/LANE&GOODM	300.00	+
160001	20591894	BUDSWORTH/WILKINSON	1,074.00	+
160001	20593013	BUDSWORTH/PILKINGTON	-	+
160001	20593021	BUDSWORTH/CLB RESOUR	25.81	+
160001	20593358	BUDSWORTH/ORD A	150.00	+
160001	20593854	BUDSWORTH/TELECOMMUN	-	+
160001	20594125	BUDSWORTH/JAMANI K	-	+
160001	20594133	BUDSWORTH/GILLINGHAM	650.00	+
160001	20594141	BUDSWORTH/HARDING R&	1,000.00	+
160001	20594397	BUDSWORTH/COWBURN D&	300.00	+
160001	20595075	BUDSWORTH/COLE M	255.00	+
160001	20595210	BUDSWORTH/QUINN J&J	1,000.00	+
160001	20595229	BUDSWORTH/STEPHENS N	200.00	+
160001	20595237	BUDSWORTH/REASON S	-	+
160001	20595245	BUDSWORTH/MOLYNEUX R	1,016.36	+
160001	20595261	BUDSWORTH/PRIVATE PR	174.29	+
160001	20595687	BUDSWORTH/GRANGER I&	-	+
160001	20596241	BUDSWORTH/AHMED M	-	+
160001	20597051	BUDSWORTH/ADSHEAD J	-	+
			<u>1,811,534.02</u>	

EIGHTH SCHEDULE

Unbilled time as at close of business
on Thursday, 11 May 2006

Timesheet Summary Report

From 01/05/1998 to 31/05/2006, showing only Non-Invoiced entries.

Exported on 11/05/2006 at 16:32:13 by Chris Haughton

Client	Description	Assignment Type	Description	Charge
ADMIN/P54176A	Private Properties Property Gallery Limited	PPPG LTD/PPRE	Private Properties Property Gallery Limited	22.50
ADMIN/P54176B	Private Properties Limited	PP LTD/POST	Private Properties Limited/ Post	1,235.25
ADMIN/P54176B	Private Properties Limited	PP LTD/PPRE	Private Properties Limited	817.88
ADVICE/FSC001	FS Cooper Limited	FS COOPER LTD/PPRE	FS Cooper Limited	114.63
ADVICE/TBMP LTD	The Building Maintenance People Limited	TBMP LTD	The Building Maintenance People Limited	154.00
AO - FDF MAN	FDF Management Limited	FDF MAN/ADMIN ORDER	FDF Management Limited	90.75
AO - FDF MAN	FDF Management Limited	FDF/POSTLIQ	FDF Management Solutions Ltd	1,211.90
BKY- HAMMERTON	Joanne Marie Hamerton	HAMMERTON - BKY	Joanne Marie Hamerton - BKY	157.90
BKY.NEI.011	Ms O'Neil	O'NEIL/BKY	Ms O'Neil	661.18
BKY.RILO15	William Riley	RILEY-TRUSTEE	William Riley - BKY	50.10
BKY.VAL.010	John Vale	VALE/BKY	John Vale	1,137.53
BKY/BAR005	Craig Gerard Barker	BARKER/BKY	Craig Gerard Barker	604.34
BKY/BAT.006	Simon Bates	BATES/BKY	Simon Bates	1,159.89
BKY/BRO016	Kellie Marie Brogan	BROGAN/BKY	Kellie Marie Brogan	2,010.78
BKY/DANIELS	Elaine Gaye Daniels	DANIELS/TRUSTEE	Elaine Gaye Daniels	3,874.21
BKY/GRI.008	John Henry Grindell	GRINDELL/BKY	John Henry Grindell	56.50
BKY/H52567	Christopher Bailey Hinchcliffe	HINCHCLIFFE/TRUSTEE	Christopher Bailey Hinchcliffe	3,745.33
BKY/HIG014	Edward Higham	HIGHAM/BKY	Edward Higham - Bky	3,847.28
BKY/HIL001	Paul Hill	HILL/BKY	Paul Hill	3,102.98
BKY/HUG001	Colin Hughes	HUGHES/BKY	Colin Hughes	2,343.18
BKY/LEW1.007	Robert Lewis	LEWIS/BKY	Robert Lewis	869.98
BKY/PATEL	Salim Hasan Patel	PATEL/BKY	Salim Hasan Patel	3,622.70
BKY/RAT013	Peter Edward Ratcliffe (Deceased)	RATCLIFFE/BKY	Peter Edward Ratcliffe (Deceased) - BKY	1,275.45
BKY/WAR009	Steven Waring	WARING/BKY	Steven Waring	629.78
BUS.0168	Mr K Bussooa	BUSOOOA/NOM	Mr K Bussooa	23.84
BUS.0168	Mr K Bussooa	BUSOOOA/SUP	Mr K Bussooa	998.58
COMP/EXP002	Express Glaze (UK) Limited	EXPRESS/COMP	Express Glaze (UK) Limited	2,360.71
CVA/BRO001	Broadland Interior Systems Limited	BROADLAND/POST	Broadland Interior Systems Limited Sup	1,294.18

CVA/BRO001	Broadland Interior Systems Limited	BROADLAND/PRE	Broadland Interior Systems Limited Nom	1,135.73
CVA/C54577	CL B Resources Limited	CLB RESOURCES/PRE	CLB Resources Limited	1,578.73
CVA/HADLEIGH 0013	Hadleigh Developments Limited	HADLEIGH/NOM	Hadleigh Developments Limited	2,934.13
CVA/IND0006	Indevent Limited	INDEVENT - SUP	Indevent Limited - Supervisor	46.00
CVA/IND0006	Indevent Limited	INDEVENT/NOM	Indevent Ltd - Nom	1,262.23
CVA/ROBERT0012	Robert Edward Foods Limited	ROBERT ED/NOM	Robert Edward Foods Limited	925.80
CVA/ROBERT0012	Robert Edward Foods Limited	ROBERT ED/SUP	Robert Edward Foods Ltd	121.10
CVA/SATISFACTION	Satisfaction Research.Com Ltd	SATISFACTION/NOM	Satisfaction Research.Com Ltd	-
CVA/SATISFACTION	Satisfaction Research.Com Ltd	SATISFACTION/POST	Satisfaction Research.Com Limited	49.28
CVA/SINERGIE	Sinergie Ltd	SINERGIE/PRE	Sinergie Ltd	255.67
CVA/SNA0005	Snackers Limited	SNACKERS/SUP	Snackers Ltd	21.13
CVL- DLE LTD (PRE)	Direct Line Energy Limited	DLE LTD (POST)	Direct Line Energy Ltd (Post)	8,666.44
CVL/0014AMA	Accident & Legal Ltd	AMA/POST LIQ	Accident & Legal Ltd	64.55
CVL/0014AMA	Accident & Legal Ltd	AMA/PRE-LIQ	Accident & Legal Ltd	192.86
CVL/A55070	Arden J Limited	ARDAN J LTD/PRE	Arden J Limited	90.00
CVL/ADE0025	Adelphi Engineering Ltd	ADELPHI/POST LIQ	Adelphi Engineering Ltd	105.63
CVL/ADE0025	Adelphi Engineering Ltd	ADELPHI/PRELIQ	Adelphi Engineering Ltd	768.48
CVL/ASSURED DIAMOND	Assured Diamond Ltd	ASSURED/POST LIQ	Assured Diamond Limited	7,830.38
CVL/ASSURED DIAMOND	Assured Diamond Ltd	ASSURED/PRE-LIQ	Assured Diamond Ltd - Pre Liq	2,398.62
CVL/CARROW/0007	Carrow Ltd	CVL/CARROW/PRE LIQ	Carrow Ltd - Pre Liq	2,730.91
CVL/CARROW/0007	Carrow Ltd	CVL-CARROW POST	Carrow Ltd - Post Liquidation	6,233.52
CVL/DIESEL	Diesel Metering Systems (UK) Ltd	DIESEL/POST	Diesel Metering Systems (UK) Ltd	2,358.54
CVL/ENTERPRISE	Enterprise Property Services Limited	ENTERPRISE/POST	Enterprise Property Services Limited - Post	6,238.77
CVL/ENTERPRISE	Enterprise Property Services Limited	ENTERPRISE/PRE-LIQ	Enterprise Property Services Limited	439.49
CVL/FRE003	Freeforce Limited	FREEFORCE/PRELIQ	Freeforce Limited T/A Modern Office Furniture	804.45
CVL/FREEFORCE	Freeforce Limited	FREEFORCE LTD/POST	Freeforce Limited	1,816.45
CVL/HOM0022	Home Farm Deliveries Ltd	HOME FARM/POST LIQ	Home Farm Deliveries Limited	174.75
CVL/HOM0022	Home Farm Deliveries Ltd	HOME FARM/PRE-LIQ	Home Farm Deliveries Ltd	186.10
CVL/INT0021	Interlare Limited	INTERLARE/POST	Interlare Ltd - Post Liq	3,593.59
CVL/INT0021	Interlare Limited	INTERLARE/PRELIQ	Interlare Ltd - Pre Liq	895.93
CVL/J&H53161	James & Hodder Holdings Limited	JAMES&HOD/POSTLIQ	James & Hodder (Holdings) Limited	2,136.08
CVL/JJW0019	J & J Wakefield Ltd	JJW - POST LIQ	J & J Wakefield - Post Liq	1,333.70
CVL/L&F50173	Life and Financial Consultancy Services Li	L&F - LIQ	Life & Financial Cons Servs Ltd - Liquidation	1,015.40

CVL/L52843A	Leisureforce (UK) Limited	LEISUREFORCE/POSTLIQ	Leisureforce (UK) Limited	114.50
CVL/SWITCH	Switch Television Ltd	SWITCH/POSTLIQ	Switch Television Ltd - Post Liquidation	473.14
CVL/VTC INT SYS	VTC Integrated Systems Ltd	VTC INTEG/PRE	VTC Integrated Systems Limited	357.00
CVL/VTC INT SYS	VTC Integrated Systems Ltd	VTC/POST	VTC Integrated Systems Limited - Post	144.15
CVL/WEN007	Wentek Machine Tools Ltd	CVL/WEN007	Wentek Machine Tools Ltd	1,408.07
CVL-MC FOODS	M C Foods Ltd	M C FOODS - POST	M C Foods Limited - Post Liquidation	1,012.91
CVL-MC FOODS	M C Foods Ltd	M C FOODS - PRE	M C Foods Ltd	100.21
H50970	Martin Hoyle	HOYLE/NOM	Martin Hoyle	335.60
H50970	Martin Hoyle	HOYLE/SUP	Martin Hoyle	1,844.28
HERBERTS/BKY	David Herberts	HERBERTS/BKY	David Herberts	4,675.43
IAN HARBOUR - B'CY	Harbour's Recovery - Bankruptcy	HARBOUR/BANKRUPTCY	Harbour's Recovery - Bankruptcy	140.00
IVA/0184BOON	Gary Boon	BOON/SUP	Gary Boon - Sup	31.28
IVA/0326	Michael John Jenkins	JENKINS - SUP	Michael J Jenkins	121.80
IVA/A51774	Timothy Annan	ANNAN/SUP	Timothy Annan/Sup	1,850.15
IVA/A51863	Jane Allan	ALLAN/NOM	Jane Allan	175.25
IVA/A52845	Peter Ashworth	ASHWORTH/SUP	Peter Ashworth	995.50
IVA/A53130	Wendy Arthur	ARTHUR/NOM	Wendy Arthur	852.00
IVA/A53130	Wendy Arthur	ARTHUR/SUP	Wendy Arthur	662.20
IVA/A53320	Elizabeth Allman	ALLMAN/SUP	Elizabeth Allman	698.90
IVA/A53818	Michele Andrew	ANDREW/SUP	Michele Andrew	721.28
IVA/A53839	Maureen & Lesley Ashdown	ASHDOWN/NOM	Maureen & Lesley Ashdown	1,615.43
IVA/A53966	Ian Allcorn	ALLCORN/NOM	Ian Allcorn	471.20
IVA/A54058	Wayne Ashby	ASHBY/NOM	Wayne Ashby	182.80
IVA/A54662	Jennifer Adshead	ADSHEAD/NOM	Jennifer Adshead	535.65
IVA/A54923A	Mohammed Ahmed	AHMED00/NOM	Mohammed Ahmed	655.30
IVA/A55196A	Hayley Ashbourne	ASHBOURNE/NOM	Hayley Ashbourne	279.00
IVA/ADA0387	Marek Adamczyk	ADAMCZYK/SUP	Marek Adamczyk	1,754.00
IVA/ADA51318	Dean Adams	ADAMS/NOM	Dean Adams - Nom	-
IVA/AFF0067	Anique Affonso	AFFASON/SUP	Anique Affonso	55.15
IVA/AMP0211	Akua Ampiah	AMPIAH/NOM	Akua Ampiah-NOM	545.90
IVA/AMP0211	Akua Ampiah	AMPIAH/SUP	Akua Ampiah	1,034.35
IVA/ANT0372	Francis Antoine	ANTOINE/SUP	Francis Antoine	283.75
IVA/ANW0328	Imran Anwar (The Gift Warehouse)	ANWAR/NOM	Imran Anwar (The Gift Warehouse)	1,044.84

IVA/ANW0328	Imran Anwar (The Gift Warehouse)	ANWAR/SUP	Imran Anwar t/a Gift Warehouse	844.13
IVA/B20958	Shirley Beech	BEECH1/SUP	Shirley Beech	967.53
IVA/B51246	Nadine Bosoah	BOSOAH/NOM	Nadine Bosoah	836.49
IVA/B51780	Deborah & David Bradburn	BRADBURN/SUP	David & Deborah Bradburn	1,070.29
IVA/B51804	Ian Backhouse	BACKHOUSE/NOM	Ian Backhouse	1,154.10
IVA/B51983	David Brownhill	BROWNHILL/SUP	David Brownhill Sup	1,629.60
IVA/B52335	Catherine & Nicolas Barnett	BARNETT1/NOM	Catherine & Nicolas Barnett	934.78
IVA/B52335	Catherine & Nicolas Barnett	BARNETT1/SUP	Catherine & Nicolas Barnett	1,170.88
IVA/B52337	Neil Beresford	BERESFORD/SUP	Neil Beresford	1,466.15
IVA/B52350	Shaun Bennett	BENNETT1/NOM	Shaun Bennett	125.65
IVA/B52870A	Emma Brennan	BRENNAN-SUP	Emma Brennan	935.30
IVA/B52942A	Matthew & Jane Baldwin	BALDWIN/SUP	Matthew & Jane Baldwin	890.23
IVA/B52991	Anthony Brookes	BROOKES/NOM	Anthony Brookes	149.45
IVA/B53052A	Dean Bailey	BAILEY/DEAN SUP	Dean Bailey Supervisor	550.93
IVA/B53052A	Dean Bailey	BAILEY-NOM	Dean Bailey	96.90
IVA/B53151	John Boundy	BOUNDY/NOM	John Boundy	163.70
IVA/B53341A	David & Sandra Button	BUTTON/NOM	David & Sandra Button	176.50
IVA/B53476	Amy Bignell	BIGNELL/NOM	Amy Bignell	117.25
IVA/B53705A	Shirley Brearley	BREARLEY/NOM	Shirley Brearley	198.50
IVA/B53864A	Lisa & Andrew Bryant	BRYANT/NOM	Lisa & Andrew Bryant	1,139.58
IVA/B54066	David Beattie	BEATTIE/NOM	David Beattie	184.85
IVA/B54129	Joanna Byfield	BYFIELD/NOM	Joanna Byfield	807.42
IVA/B54129	Joanna Byfield	BYFIELD/SUP	Joanna Byfield	325.68
IVA/B54165	Jon Bolton	BOLTON1/NOM	Jon Bolton	669.20
IVA/B54165	Jon Bolton	BOLTON1/SUP	Jonathan Bolton	294.90
IVA/B54302A	Graham Bayliss	BAYLISS/NOM	Graham Bayliss	197.75
IVA/B54347A	Robert Brennan	BRENNAN\NOM	Robert Brennan	243.25
IVA/B54608	Tarra Broughton & Craig Duffin	BROUGHTON/NOM	Tarra Broughton & Craig Duffin	248.00
IVA/B54764	Jennifer Blandford	BLANDFORD/NOM	Jennifer Blandford	1,014.00
IVA/B54925A	Paul Brown	BROWN_NOM	Paul Brown	164.85
IVA/B54929	Philip Bush	BUSH/NOM	Philip Bush	268.85
IVA/B55005A	Lloyd Beech	BEECH00/NOM	Lloyd Beech	337.70
IVA/B55072A	Rachel Bates	BATES00/NOM	Rachel Bates	144.00

IVA/BAC0337	Julie Ann Bache	BACHE/SUP	Julie Ann Bache	820.25
IVA/BAI0127	Belinda Bailey	BAILEY/SUP	Belinda Bailey	175.28
IVA/BAM0316	Susan Bamford	BAMFORD-SUP	Susan Bamford - Sup	815.58
IVA/BAR0381	Alan Barnett	BARNETT/SUP	Alan Barnett	1,526.04
IVA/BARN0076	Barry Barnard	BARNARD/SUP	Barry Barnard	683.10
IVA/8EE0266	Clifford Thomas Beech	BEECH/NOM	Clifford Thomas Beech	959.31
IVA/BEE0266	Clifford Thomas Beech	BEECH/SUP	Clifford Beech- Sup	263.53
IVA/BEN51434	Liam Bennett	BENNETT/SUP	Liam Bennett - Supervisor	911.10
IVA/BES0273	Janice Best	BEST/SUP	Janice Best	1,385.45
IVA/BIL0147	Alan Bilsbury	BILSBURY/SUP	Alan Bilsbury - Sup	2,558.80
IVA/BIR50164	Sherry Birtwistle & Matthew Macro	BIRTWISTLE/SUP	Sherry Birtwistle & Matthew Macro	1,209.35
IVA/BLO0171	Mark Blood	BLOOD/NOM	Mark Blood - Nom	49.00
IVA/BLO0171	Mark Blood	BLOOD/SUP	Mark Blood - Sup	832.17
IVA/BLO122	Mr & Mrs Bloom	BLOOM/SUP	Ronald & Marilyn Bloom	2,118.77
IVA/BLU0348	Janet Blunstone	BLUNSTONE/NOM	Janet Blunstone	475.43
IVA/BLU0348	Janet Blunstone	BLUNSTONE/SUP	Janet Blunstone	1,177.40
IVA/BLU0377	Gavin John Blundell	BLUNDELL/NOM	Gavin John Blundell	100.62
IVA/BLU0377	Gavin John Blundell	BLUNDELL/SUP	Gavin John Blundell	695.29
IVA/BOL0231	Colin & Nicola Bolton	BOLTON/SUP	Colin & Nicola Bolton	125.35
IVA/BR10260	Christopher Britton	BRITTON/SUP	Christopher Britton	1,549.83
IVA/BR10390	Roy Thomas Bright	BRIGHT/NQM	Roy Thomas Bright	125.90
IVA/BR10390	Roy Thomas Bright	BRIGHT/SUP	Roy Bright	811.00
IVA/BRO0206	Warren Brown	BROWN/SUP	Warren Brown	986.51
IVA/BRO0276	Christopher Brooker	BROOKER - SUP	Christopher Brooker - Supervisor	1,516.23
IVA/BRO0329	Niall James Brown	BROWN - SUP	Niall J Brown	487.98
IVA/BRO0349	Ian Brown	BROWN,I/SUP	Ian Brown	391.68
IVA/BRO0406	Natalie Clare Brooks	BROOKS/SUP	Natalie Clare Brooks	1,435.73
IVA/BRO51322	Jonathan Brown	BROWN1/NOM	Jonathan Brown	923.18
IVA/BRO51322	Jonathan Brown	BROWN1/SUP	Jonathan Brown	765.01
IVA/BRU0186	Steven & Susan Bruce	BRUCE/SUP	Steven & Susan Bruce	1,170.93
IVA/BRU0320	Catherine Bruce	BRUCE,C/SUP	Catherine Bruce	974.55
IVA/BUN0351	John & Maureen Bundy	BUNDY/NOM	John & Maureen Bundy	332.42
IVA/BUN0351	John & Maureen Bundy	BUNDY/SUP	John & Maureen Bundy	767.62

IVA/BU00091	Louis & Katheryn Burgin	BURGIN/SUP	Louis & Katheryn Burgin	108.15
IVA/BUT.0144	Benjamin Butler	BUTLER/SUP	Benjamin Butler	602.85
IVA/C51809	Philip Christian	CHRISTIAN/SUP	Philip Christian	223.80
IVA/C51809	Philip Christian	CHRISTIAN1/NOM	Philip Christian	1,207.18
IVA/C51867	Andrew Cleary	CLEARY/SUP	Andrew Cleary	675.73
IVA/C52442	Marie Cummins	CUMMINS1/SUP	Marie Cummins - Supervisor	764.25
IVA/C52514	Joanna Coles	COLES/NOM	Joanna Coles	707.11
IVA/C52514	Joanna Coles	COLES/SUP	Joanna Coles	973.78
IVA/C53147A	Nigel Crew	CREW/NOM	Nigel Crew	712.10
IVA/C53360	Celange Clarke	CLARKE/NOM	Celange Clarke	152.25
IVA/C53495	Michael Carter	CARTER1/NOM	Michael Carter	182.10
IVA/C53933	Heather & John Cassin	CASSIN/NOM	Heather & John Cassin	175.25
IVA/C54002	Daniel Cook	COOK/NOM	Daniel Cook	182.80
IVA/C54253A	Paul Cartledge	CARTLEDGE/NOM	Paul Cartledge	646.00
IVA/C54253A	Paul Cartledge	CARTLEDGE/SUP	Paul Cartledge	378.33
IVA/C54477	Pamela & Robert Coventry	COVENTRY/NOM	Pamela & Robert Coventry	779.20
IVA/C54477	Pamela & Robert Coventry	COVENTRY00/SUP	Robert and Pamela Coventry	281.28
IVA/C54743A	David & Christine Cowburn	COWBURN/NOM	David & Christine Cowburn	958.05
IVA/C54766	Michael Cole	COLE/NOM	Michael Cole	808.83
IVA/C54868	Graham Croft	CROFT/NOM	Graham Croft	213.80
IVA/C55154A	Vitali Cheskidov	CHESKIDOV00/NOM	Vitali Cheskidov	188.85
IVA/CAM0040	Jean Camell	CAMPBELL/SUP	Jean Camell	46.00
IVA/CAP51385	Richard & Karen Capps	CAPPS/SUP	Richard & Karen Capps	650.83
IVA/CAR	Andrew Carter	CARTER/BKY	Andrew Carter BKY	182.00
IVA/CAR0132	Mr & Mrs Carney	CARNEY/SUP	Diane & William Carney	1,852.45
IVA/CAR0265	Christian Carden-Maund	CARDEN-MAUND/NOM	Christian Carden-Maund	930.67
IVA/CAR0265	Christian Carden-Maund	CARDEN-MAUND/SUP	Mr C Carden Maund	1,119.45
IVA/CHA0248	Adele Chambers	CHAMBERS/NOM	Adele Chambers	72.99
IVA/CHA0248	Adele Chambers	CHAMBERS/SUP	Adele Chambers	201.05
IVA/CHA0251	Nicholas Chaffey	CHAFFEY - SUP	Nicholas Chaffey - Supervisor	927.20
IVA/CHA0251	Nicholas Chaffey	CHAFFEY/NOM	Nicholas Chaffey	4.03
IVA/CHU0226	Paul & Elaine Chubb	CHUBB/NOM	Paul and Elaine Chubb	-
IVA/CHU0226	Paul & Elaine Chubb	CHUBB/SUP	Paul & Elaine Chubb - Sup	1,846.77

IVA/COLO241	Melissa Coleman	COLEMAN/NOM	Melissa Coleman	318.86
IVA/COLO241	Melissa Coleman	COLEMAN/SUP	Melissa Coleman	1,157.10
IVA/COLO294	Joy Collins	COLLINS/SUP	Joy Collins	168.08
IVA/CON0374	Henry David & Jane Patricia Conroy	CONROY/SUP	Henry & Jane Conroy	27.60
IVA/CON51620	Tim Constantine	CONSTANTINE/SUP	Timothy Constantine	642.18
IVA/CONN0130	Jacqui O'Connor	O'CONNOR(2)/SUP	Jacqui O'Connor	151.77
IVA/CO50375	Tony & Tracey Cossington	COS001/SUP	Anthony & Tracey Cossington	145.25
IVA/COU0358	Philip Couchman	COUCHMAN/NOM	Philip Couchman	59.96
IVA/COU0358	Philip Couchman	COUCHMAN/SUP	Phillip Couchman	342.73
IVA/COX0176	Lennard and Christine Cox	COX/SUPERVISOR	Lennard and Christine Cox	532.83
IVA/CR0247	Jan Cristoffersen	CHRISTOFFERSEN/SUP	Jan Christoffersen	2,324.80
IVA/CR0247	Jan Cristoffersen	CRISTOFFERSEN/NOM	Jan Christoffersen	127.37
IVA/CRO.0203	George & Maureen Cross	CROSS/NOM	George & Maureen Cross	591.55
IVA/CRO.0203	George & Maureen Cross	CROSS/SUP	George & Maureen Cross - Sup	700.60
IVA/D52320	Laurie Davidson	DAVIDSON/SUP	Laurie Davidson	1,048.15
IVA/D52686	Colin Trevor Dawson	DAWSON1/SUP	Colin Trevor Dawson	889.42
IVA/D53108	James Duffield	DUFFIELD/SUP	James Duffield	735.20
IVA/D53108	James Duffield	J DUFFIELD/SUP	James Duffield	-
IVA/D53721A	Gary Danvers	DANVERS/NOM	Gary Danvers	667.90
IVA/D53721A	Gary Danvers	DANVERS/SUP	Gary Danvers	639.90
IVA/D53739	Andrew Duckworth	DUCKWORTH/NOM	Andrew Duckworth	795.58
IVA/D53869	Jaqueline Denwer	DENWER/NOM	Jacqueline Denwer	1,666.50
IVA/D54068A	Kenny Devlin	DEVLIN/NOM	Kenny Devlin	27.80
IVA/D54413	Louise Douglas	DOUGLAS/NOM	Louise Douglas	672.65
IVA/D54605	Claire Domansky & Andrew Kyle	DOMANSKY/NOM	Claire Domansky & Andrew Kyle	667.58
IVA/D54742A	Shaun & Verity Durham	DURHAM/NOM	Shaun & Verity Durham	236.30
IVA/DAL0295	Stephen & Marilyn Daley	DALEY/SUP	Stephen & Marilyn Daley	2,321.44
IVA/DAV0280	John Davies	DAVIES-SUP	John Davies	320.95
IVA/DAW0289	Sarah Dawson	DAWSON - SUP	Sarah Dawson - Supervisor	78.55
IVA/DEA0321	Marie D'eau	D'EAU/SUP	Marie D'eau	833.76
IVA/DEG0187	Alex Degalas	DEGELAS/SUP	Alex DeGelas - Sup	330.00
IVA/DEO0386	Darren Deojee	DEOJEE -SUP	Darren Deojee	913.53
IVA/DON0404	Joe Donnelly	DONNELLY/SUP	Joseph Donnelly	2,161.89

IVA/DOW0315	Nigel Dowan	DOWEN/SUP	Nigel Dowen	68.90
IVA/DUF50927	Tamsie & Marcus Duffin	DUFFIN/SUP	Tamsie and Marcus Duffin - Sup	700.83
IVA/DUT0393	Miss Tracy Dutton	DUTTON/SUP	Tracey Dutton	521.03
IVA/E52149	Paul Edwards	EDWARDS2/SUP	Paul Edwards	899.23
IVA/E52512	Gavin Eldon	ELDEN/SUP	Gavin Elden	863.35
IVA/E53135A	Stephen & Elaine Eades	EADES/SUP	Stephen and Elaine Eades-Sup	902.10
IVA/E53149A	Tina Evans & Anthony Butfigieg	EVANS-NOM	Tina Evans & Anthony Butfigieg	365.38
IVA/E53149A	Tina Evans & Anthony Butfigieg	EVANS-SUP	Tina Evans & Anthony Butfigieg	964.80
IVA/E53806	Rachel Evans	EVANS1/NOM	Rachel Evans	132.00
IVA/E54606A	Lindsey Eccles & Carl Melland	ECCLES/NOM	Lindsey Eccles & Carl Melland	264.10
IVA/E54881A	Kate Emery	EMERY00/NOM	Kate Emery	341.00
IVA/E55075A	Gary Ellins	ELLINS00/NOM	Gary Ellins	237.85
IVA/ED51342	Sean Edwards	EDWARDS1/NOM	Sean Edwards	372.20
IVA/EDW0394	Mr Alan Edwards	EDWARDS-SUP	Alan Edwards	361.45
IVA/ELE0230	Erica & John Elebiola	ELEBIOLA/SUP	John & Erica Elebiola	1,460.43
IVA/ELL0395	Jacqueline Ellis & Hannah Snioch	ELL001/SUP	Jacqueline Ellis & Hannah Snioch	397.98
IVA/F50140	Andrew & Jill Fennell	FENNELL/SUP	Andrew & Jill Fennell	644.10
IVA/F53104A	Karen Finch	FINCH/SUP	Karen Finch	829.14
IVA/F53306	Ann Fairless & David Young	FAIRLESS/SUP	Ann Fairless & David Young	1,387.75
IVA/F53824A	Chris & Laura Filby	FILBY/NOM	Chris Filby	813.80
IVA/F53846	Sheryl Fletcher	FLETCHER/NOM	Sheryl Fletcher	159.00
IVA/F54041A	Gordon Fitch	FITCH/NOM	Gordon Fitch	1,193.40
IVA/F54041A	Gordon Fitch	FITCH/SUP	Gordon Fitch	370.10
IVA/F54148	Richard Fisher	FISHER2/NOM	Richard Fisher	914.15
IVA/F54194A	Julie Flether	FLETCHER\NOM	Julie Fletcher	773.20
IVA/F54220	Catherine Freeman	FREEMAN/NOM	Catherine Freeman	168.90
IVA/F54288	Gary Flux	FLUX/NOM	Gary Flux	510.68
IVA/F54288	Gary Flux	FLUX/SUP	Gary Flux	507.58
IVA/F54328	Lesley Fielding	FIELDING/NOM	Lesley Fielding	738.40
IVA/F54328	Lesley Fielding	FIELDING00/SUP	Lesley Fielding	253.48
IVA/F54751	Joao & Maria Foito	FOITO/NOM	Joao & Maria Foito	275.80
IVA/F54962A	Michael & Lian Fisher	FISHER00/NOM	Michael & Lian Fisher	230.90
IVA/F55057A	Vivienne Faughnan	FAUGHNAN00/NOM	Vivienne Faughnan	230.90

IVA/F55059A	Simon Fraser	FRASER00/NOM	Simon Fraser	230.90
IVA/F55117	Francesca Fracasso	FRACASSO00/NOM	Francesca Fracasso	268.85
IVA/FAI0403	David Fairclough	FAIRCLOUGH/SUP	David Fairclough	1,129.02
IVA/FEN50032	Lisa Fenton	FENTON/SUP	Lisa Fenton	580.23
IVA/FIS50957	Amanda & Darryn Fisher	FISHER/NOM	Amanda & Darryn Fisher	24.00
IVA/FIT51052	Beverley Fitzpatrick	FITZPATRICK/NOM	Beverley Fitzpatrick	254.75
IVA/FIT51052	Beverley Fitzpatrick	FITZPATRICK/SUP	Beverley Fitzpatrick	1,268.03
IVA/FLO50133	Ms Marilyn Flowers	FLOWERS/SUP	Marilyn Flowers	916.98
IVA/FLY51271	Clair Flynn & Shaun Byrne	FLYNN/SUP	Clair Flynn & Shaun Byrne	1,083.22
IVA/FOR0402	Jaki Foran	FORAN - SUP	Jacquelyn Marilyn Foran	1,034.30
IVA/FRANCE0090	Derek France	FRANCE/NOM	Derek France	377.45
IVA/FRANCE0090	Derek France	FRANCE/SUP	Derek France	612.33
IVA/FRE51388	Maxwell Frempong	FREMPONG/SUP	Maxwell Frempong	1,600.23
IVA/FRI0170	Walter Friedman	FRIEDMAN/NOM	Walter Friedman - Nom	359.47
IVA/FRI0170	Walter Friedman	FRIEDMAN/SUP	Walter Friedman - Sup	1,886.64
IVA/FRI50131	Richard Friend	FRIEND/SUP	Richard Friend	1,192.48
IVA/G53396A	Jeremy & Jane Gill	GILL-SUP	Jeremy and Jane Gill	845.48
IVA/G53666A	David & Lorraine Gamblin	GAMBLIN/NOM	David & Lorraine Gamblin	174.25
IVA/G53693	Jason Godden	GODDEN/SUP	Jason Godden	401.80
IVA/G53693	Jason Godden	GODDEN1/NOM	Jason Godden	295.08
IVA/G53771	Jeremy & Sarah Gillott	GILLOTT/NOM	Jeremy & Sarah Gillott	308.00
IVA/G53802	Paul Gallagher	GALLAGHER1/NOM	Paul Gallagher	358.50
IVA/G53802	Paul Gallagher	GALLAGHERP/SUP	Paul Gallagher	520.98
IVA/G54132	Angela Gilman	GILMAN/NOM	Angela Gilman	87.80
IVA/G54132	Angela Gilman	GILMAN00/SUP	Angela Gilman	355.38
IVA/G54225	Winifred Greywood	GREYWOOD/NOM	Winifred Greywood	175.85
IVA/G54438A	Ian & Tracy Grainger	GRANGER/NOM	Ian Grainger	943.80
IVA/G54659	Michael & Lynda Gillingham	GILLINGHAM/NOM	Michael & Lynda Gillingham	740.58
IVA/G54909	Trevor Gaffney	GAFFNEY/NOM	Trevor Gaffney	237.85
IVA/GAR0282	Pauline Gardener	GARDENER/SUP	Pauline Gardener	1,190.71
IVA/GAT0046	Andrew & Lyn Gates	GATES/SUP	Andrew & Lyn Gates	1,018.98
IVA/GRA0352	John Grayson	GRAYSON/SUP	John Grayson	797.62
IVA/GRA0398	Terence Gray & Cheryl Spence	GRAY/SUP	Terence Gary & Cheryl Spence	2,260.38

IVA/GRE0370	Claire Anne Greenfield	GREENFIELD/SUP	Claire Ann Pullen (Nee Greenfield)	266.88
IVA/GR0192	Jason & Natasha Griffin	GRIFFIN/NOM	Jason & Natasha Griffin- Nom	112.99
IVA/GR0192	Jason & Natasha Griffin	GRIFFIN/SUP	Jason & Natasha Griffin	1,209.75
IVA/GRO0197	Delroy Grossett	GROSSETT/NOM	Delroy Grossett-Nominee	20.25
IVA/GRO0197	Delroy Grossett	GROSSETT/SUP	Delroy Grossett	176.05
IVA/H50167	Gary & Rachel Hammond	HAMMOND/SUP	Gary & Rachel Hammond	611.68
IVA/H51796	Amanda Halliday	HALLIDAY/NOM	Amanda Halliday	216.65
IVA/H51796	Amanda Halliday	HALLIDAY/SUP	Amanda Halliday	1,375.95
IVA/H51989	Andrew Henstock	HENSTOCK/NOM	Andrew Henstock - Nom	514.40
IVA/H51989	Andrew Henstock	HENSTOCK/SUP	Andrew Henstock - Sup	740.02
IVA/H52380	Gillian Hankey	HANKEY/SUP	Gillian Hankey	959.72
IVA/H52503	Ian Halford	HALFORD/NOM	Ian Halford	1,100.09
IVA/H52712	Christopher & Marilyn Halewood	HALEWOOD/SUP	Christopher & Marilyn Halewood - Sup	1,251.23
IVA/H52831	David Hardman	HARDMAN/SUP	David Hardman	1,141.95
IVA/H52906A	Adrian Herridge	HERRIDGE/SUP	Adrian Herridge	828.15
IVA/H53288	Katherine Healey	HEALEY/SUP	Katherine Healey - Supervisor	684.73
IVA/H53305	Madeline Huttly & Carl Whiteman	HUTTLY/NOM	Madeline Huttly & Carl Whiteman	492.83
IVA/H53774	Mark Hopkins	HOPKINS MARK/SUP	Mark Hopkins - Supervisor	761.63
IVA/H53907	Elaine Haralambous	HARALAMBOUS/NOM	Elaine Haralambous	635.40
IVA/H54015A	Michael Halliday	HALLIDAY,M/SUP	Michael Halliday	563.00
IVA/H54015A	Michael Halliday	HALLIDAY\NOM	Michael Halliday	964.75
IVA/H54126	Richard & Wendy Hunter	HUNTER/NOM	Richard & Wendy Hunter	1,444.15
IVA/H54126	Richard & Wendy Hunter	HUNTERRW/SUP	Hunter Richard & Wendy	157.48
IVA/H54152	Philip & Christine Hull	HULL/NOM	Philip & Christine Hull	960.63
IVA/H54152	Philip & Christine Hull	HULL1/SUP	Philip an Christine Hull	437.40
IVA/H54184	Emma Hart & Shaun Dangerfield	HART/NOM	Emma Hart & Shaun Dangerfield	155.00
IVA/H54222	Elizabeth Henry	HENRY/NOM	Elizabeth Henry	1,203.98
IVA/H54222	Elizabeth Henry	HENRY/SUP	Elizabeth Henry	264.60
IVA/H54233	Michele Hopwood	HOPWOOD/NOM	Michele & Adrian Hopwood	182.80
IVA/H54251	James Hunter	HUNTER2/NOM	James Hunter	331.00
IVA/H54282	Melothe Harikrishan & Deepa Melothe	HARIKRISHAN/NOM	Melothe Harikrishan & Deepa Melothe	184.85
IVA/H54683	Roger & Nita Harding	HARDING R & N/NOM	Roger & Nita Harding	1,766.00
IVA/H54706	Craig Hope	HOPE/NOM	Craig Hope	687.70

IVA/H54866A	Anna Hughes & Niki Denton	HUGHES00/NOM	Anna Hughes & Niki Denton	222.40
IVA/H54952A	Jonathan Hor & Elizabeth Hor	HOR00/NOM	Jonathan & Elizabeth Hor	171.80
IVA/H54985A	Lindsay & Andy Hurcombe	HURCOMBE00	Lindsay & Andy Hurcombe	261.90
IVA/H54998A	William & Sharon Hay	HAY00/NOM	William & Sharon Hay	268.85
IVA/H55047A	Sophia Husbands	HUSBANDS00/NOM	Sophia Husbands	251.75
IVA/H55074A	Gregg Hydes	HYDES00/NOM	Gregg Hydes	268.85
IVA/H55152A	Gareth Honey	HONEY00/NOM	Gareth Honey	168.00
IVA/HAG0303	Adrian Philip Hague	HAGUE/NOM	Adrian Philip Hague	982.58
IVA/HAG0303	Adrian Philip Hague	HAGUE/SUP	Adrian Hague	946.90
IVA/HAL50174	Ann Halsall & Dallas Sampson	HALSALL/SUP	Ann Halsall & Dallas Sampson	251.60
IVA/HAR0397	Stephen Harvey	HARVEY/SUP	Stephen Harvey	100.58
IVA/HARR0038	Montague Harper	HARPER/SUP	Montague Harper	861.44
IVA/HAX.0129	Victoria Haxton	HAXTON/SUP	Victoria Haxton	462.70
IVA/HAY0225	Richard & Lynda Hayton	HAYTON/SUP	Richard & Lynda Hayton	914.93
IVA/HEA0308	Graham & Helen Heather	HEATHER/SUP	Graham & Helen Heather	2,045.89
IVA/HEA51524	Mark & Sandra Heapy	HEAPY/NOM	Mark Heapy	2,215.36
IVA/HEA51524	Mark & Sandra Heapy	HEAPY/SUP	Mark & Sandra Heapy	1,353.07
IVA/HES51254	Tracey Hester	HESTER/SUP	Tracey Hester-Sup	1,627.79
IVA/HIG0018	Ronald Higginbotham	HIGGINBOTTOM/SUP	Ronald Higginbotham	103.90
IVA/HIL115	Paul Hilton	HILTON/NOM	Paul Hilton	223.24
IVA/HIL115	Paul Hilton	HILTON/SUP	Paul Hilton	944.15
IVA/HO51536	Stephen Holland	HOLLAND1/SUP	Stephen Holland	1,100.20
IVA/HOL0066	Paul & Janet Holder	HOLDER/SUP	Paul & Janet Holder	45.00
IVA/HOL0074	David Holt	HOLT/SUP	David Holt	1,216.91
IVA/HOL0291	Toni Holdaway	HOLDAWAY - SUP	Toni Holdaway - Supervisor	88.18
IVA/HOL0327	Mary Holland	HOLLAND/SUP	Mary Holland	1,130.29
IVA/HOLT.0158	Adrian & Michaela Holt	HOLT(2)/SUPERVISOR	Adrian & Michaela Holt	111.55
IVA/HOO51381	Keith & Angela Hooper	HOOPER/SUP	Keith and Angela Hooper	583.57
IVA/HOP51582	Karen Hopkins	HOPKINS/SUP	Karen Hopkins	2,215.27
IVA/HOS0301	Nicola Hoskings	HOSKINGS - SUP	Nicola Hoskings - Supervisor	657.70
IVA/HOU114	Craig Houghton	HOUGHTON/SUP	Craig Houghton	257.10
IVA/HOW0194	Karen Mary Howarth	HOWARTH - SUP	Karen Howarth - Sup	302.25
IVA/HUL0277	Stephen & Sharon Hull	HULL	Stephen & Sharon Hull - Supervisor	494.70

IVA/HUL0277	Stephen & Sharon Hull	HULL/NOM	Stephen & Sharon Hull	273.51
IVA/HUR.0152	Andrew Bryan Hurst	HURST/SUP	Andrew Hurst	1,261.10
IVA/HUT0239	Paul William Hutchinson	HUTCHINSON - SUP	Paul Hutchinson - Supervisor	483.98
IVA/I52348	Dawn & Christian I'Anson	I'ANSON/NOM	Dawn & Christian I'Anson	110.00
IVA/ING0274	John & Sandra Ingram	INGRAM/SUP	John & Sandra Ingram	1,261.05
IVA/J51788	David Jones	JONES D/SUP	David Jones - Supervisor	975.91
IVA/J51788	David Jones	JONES I/NOM	David Jones	80.75
IVA/J53264A	Stephen & Tracy Jones	JONES_NOM	Stephen & Tracy Jones	20.85
IVA/J53264A	Stephen & Tracy Jones	JONES_SUP	Stephen & Tracy Jones - Sup	593.25
IVA/J54589	Alison Jones	JONES4/NOM	Alison Jones	352.25
IVA/J54616A	Karim Jamani	JAMANI/NOM	Karim Jamani	668.80
IVA/J54815A	Lisa Johnston	JOHNSTON00/NOM	Lisa Johnston	237.85
IVA/J54849A	Jane & Philip Johnson	JOHNSON\NOM	Jane & Philip Johnson	243.25
IVA/J55000A	Hannah Johnson	JOHNSON00/NOM	Hannah Johnson	268.85
IVA/JA51573	Richard Jarvis	JARVIS/SUP	Richard Jarvis.SUP	1,425.35
IVA/JAC/0133	Bryan & Maureen Jacklin	JACKLIN/NOM	Jacklin Bryan & Maureen - NOM	108.24
IVA/JAC/0133	Bryan & Maureen Jacklin	JACKLIN/SUP	Jacklin Bryan & Maureen - Sup	815.70
IVA/JAG001	Ian Jago	JAGO/ SUP	Ian Jago	237.30
IVA/JOI0411	Keith Joiner	JOINER/SUP	Keith Joiner	423.83
IVA/JON.0210	Kelly Jones	JONES - SUP	Kelly Jones Supervisor	56.35
IVA/JON0246	Valerie Jones	JONES/NOM	Valerie Jones	-
IVA/JON0246	Valerie Jones	JONES/SUP	Valerie Jones	1,430.08
IVA/JON0312	Marin Keith & Dawn Jones	JONES, M & D/SUP	Martin & Dawn Jones	528.98
IVA/K54318A	Nichola Kitching	KITCHING/NOM	Nichola Kitching	152.00
IVA/K54430	Elizabeth & Anthony Kirkham	KIRKHAM/NOM	Elizabeth & Anthony Kirkham	20.85
IVA/K54447	Suzanne Kelly	KELLY I/NOM	Suzanne Kelly	248.00
IVA/KAU0346	Tarvinder Kaur	KAUR/SUP	Tarvinder Kaur	662.06
IVA/KEA0339	Terence Keane & Emma Calver	KEANE/NOM	Terence Keane & Emma Calver	178.90
IVA/KEN0399	Debbie Kennedy	KENNEDY/SUP	Debra Kennedy	996.38
IVA/L52919A	John Lawson	LAWSON/SUP	John Lawson	479.80
IVA/L53099	Amber Lyseight	LYSEIGHT/NOM	Amber Lyseight	176.00
IVA/L53501	Rebecca Langdon	LANGDON/NOM	Rebecca Langdon	141.00
IVA/L53877A	Steven Lahey & Emma Doran	LAHEY/NOM	Steven Lahey & Emma Doran	1,355.25

IVA/L53967	Craig & Elena Lewis	LEWIS1/NOM	Craig & Elena Lewis	1,381.80
IVA/L54003A	Shaun Lee	LEE/SUP	Shaun Lee	422.45
IVA/L54399	Adam Lawrence	LAWRENCE1/NOM	Adam Lawrence	1,653.35
IVA/L54791	Simone Lane & Ryan Goodman	LANE/NOM	Simone Lane & Ryan Goodman	574.73
IVA/LAC0347	Stephen Laceby	LACEBY/SUP	Stephen Laceby	123.68
IVA/LAR0317	Daniel Larbi	LARBI/SUP	Daniel Larbi - Sup	363.83
IVA/LAV0056	Susan Laverick	LAVERICK/SUP	Susan Laverick	657.37
IVA/LAV0271	Susan Lavelle	LAVELLE/SUP	Susan Lavelle	1,052.45
IVA/LEA51531	Vincent & Louise Leamy	LEAMY/SUP	Vincent & Louise Leamy - Supervisor	2,081.45
IVA/LEE0174	Suzanne Lees	LEES/NOM	Suzanne Lees - Nominee	3.75
IVA/LEE0174	Suzanne Lees	LEES/SUP	Suzanne Grace Lees - Supervisor	1,042.33
IVA/LEW0028	David Lewis	LEWIS/NOM	David Lewis	-
IVA/LEW0028	David Lewis	LEWIS/SUP	David Lewis	224.28
IVA/LEW0371	Anthony John Lewis	LEWIS,A/SUP	Anthony Lewis	119.05
IVA/LEW0371	Anthony John Lewis	LEWIS-NOM	Anthony John Lewis	24.81
IVA/L51591	Michael & Nicola Lightfoot	LIGHTFOOT/SUP	Michael & Nicola Lightfoot - Sup	1,354.90
IVA/LOW0199	Dorothy Lowthian	LOWTHIAN-SUP	Dorothy Lowthian - Sup	881.55
IVA/M51748	Kathleen Moorhead	MOORHEAD/NOM	Kathleen Moorhead	140.96
IVA/M51748	Kathleen Moorhead	MOORHEAD/SUP	Kathleen Moorhead	1,156.94
IVA/M52414	Veronica Moore	MOORE/SUP	Veronica Moore	1,044.10
IVA/M52528	Anne & David Mulhall	MULHALL/NOM	Anne & David Mulhall	755.70
IVA/M52528	Anne & David Mulhall	MULHALL/SUP	Anne & David Mulhall - Sup	1,151.17
IVA/M52543	Malcolm Mcleod	MCLEOD / NOM	Malcolm Mcleod	974.00
IVA/M52587	Anne & Gary Malcolm	MALCOLM/NOM	Anne & Gary Malcolm	137.00
IVA/M52600	Neil McDougal	MCDUGAL/NOM	Neil McDougal	407.00
IVA/M52717	Karen Moore	MOORE1/NOM	Karen Moore	121.15
IVA/M53026	Amanda & Ian Mason	MASON/SUP	Ian & Amanda Mason - Sup	1,199.10
IVA/M53162	Adrian Marsh	MARSH/SUP	Adrian Marsh	701.18
IVA/M53242	Moray & Desiree McGuffie	MCGUFFIE/NOM	Moray & Desiree McGuffie	160.70
IVA/M53261	Paul Murton	MURTON/NOM	Paul Murton	154.50
IVA/M53506A	Alison Mason	MASON-SUP	Alison Mason	581.60
IVA/M53512	Vincent & Karen Martinez	MARTINEZ/NOM	Vincent & Karen Martinez	145.50
IVA/M53529A	David McArthur	MCARTHUR/NOM	David McArthur	174.25

IVA/M53653A	Duncan Mellows & Carrie Muscroft	MELLOWS/NOM	Duncan Mellows & Carrie Muscroft	154.00
IVA/M53741	Simon Massey	MASSEY/NOM	Simon Massey	152.25
IVA/M53755	Sally Molsher	MOLSHER/SUP	Sally Molsher	641.35
IVA/M53766	Lisa Marconi	MARCONI/NOM	Lisa Marconi	1,872.88
IVA/M53766	Lisa Marconi	MARCONI/SUP	Lisa Marconi	485.48
IVA/M53776	Peter & Caroline Mellor	MELLOR1/NOM	Peter & Caroline Mellor	622.93
IVA/M53776	Peter & Caroline Mellor	MELLOR1/SUP	Peter and Caroline Mellor	502.78
IVA/M53926	Andrew & Michelle Milton	MILTON/NOM	Andrew & Michelle Milton	1,168.75
IVA/M53926	Andrew & Michelle Milton	MILTON/SUP	Andrew & Michelle Milton	429.18
IVA/M54029	Nick Martin	MARTIN2/NOM	Nick Martin	184.85
IVA/M54076	Nicholas Martin	MARTIN3/NOM	Nicholas Martin	184.85
IVA/M54098	Wendy & Scott Miguel	MIGUEL/NOM	Wendy & Scott Miguel	2,741.65
IVA/M54098	Wendy & Scott Miguel	MIGUEL/SUP	Wendy & Scott Miguel	526.45
IVA/M54159	Graham & Rachael Mills	MILLS/NOM	Graham & Rachael Mills	2,134.55
IVA/M54346A	Gary Morozow	MOROZOW/NOM	Gary Morozow	569.55
IVA/M54380	Carl McFarlane	MCFARLANE/NOM	Carl McFarlane	248.00
IVA/M54474	Sandra Minns	MINNS/NOM	Sandra Minns	275.80
IVA/M54480A	Emma & Richard Molyneux	MOLYNEUX/NOM	Emma & Richard Molyneux	2,622.70
IVA/M54481A	Andre & Pauline Murphy	MURPHY/NOM	Andre and Pauline Murphy	1,423.90
IVA/M54481A	Andre & Pauline Murphy	MURPHY00/SUP	Andre and Pauline Murphy	123.80
IVA/M54551	Gemma McCann & Ian Burgess	MCCANN/NOM	Gemma McCann & Ian Burgess	261.90
IVA/M55008A	Mohammed Qadeer	QADEER00/NOM	Mohammed Qadeer	229.35
IVA/M55104A	Neil Milsom	MILSOM00/NOM	Neil Milsom	261.90
IVA/MAK0379	Robert Wilson Makepeace	MAKEPEACE/NOM	Robert Wilson Makepeace	1,575.02
IVA/MAK0379	Robert Wilson Makepeace	MAKEPEACE/SUP	Robert Makepeace	418.19
IVA/MAR0267	Stuart & Leanna Martin	MARTIN - SUP	Stuart & Leana Martin - Supervisor	1,541.81
IVA/MAR51240	Graeme & Louise Martin	MARTIN/SUP	Graeme and Louise Martin	1,018.39
IVA/MAR80191	Cathrine Martin	MAR-SUP	Cathrine Martin- Supervisor	172.58
IVA/MAT0017	Deborah A Mather	MATHER/SUP	Deborah Mather	187.94
IVA/MCK50947	Mr Graham McKay	MCKAY - SUP	Graham McKay	396.68
IVA/MCL0257	Julie McLaughlin	MCLAUGHLIN - SUP	Julie McLaughlin - Supervisor	1,989.72
IVA/MCL0257	Julie McLaughlin	MCLAUGHLIN/NOM	Julie McLaughlin	20.13
IVA/MELL.0126	James & Susan Mellor	MELLOR2/NOM	James & Susan Mellor	268.58

IVA/MELL0126	James & Susan Mellor	MELLOR2/SUP	James & Susan Mellor	669.43
IVA/MI51516	David Mitchell	MITCHELL/NOM	David Mitchell	-
IVA/MI51516	David Mitchell	MITCHELL/SUP	David Mitchell/Sup	1,295.83
IVA/MOO0255	Scott Mooney	MOONEY/SUP	Scott Mooney	42.00
IVA/MOR0164	Ruth Morrison	MORRISON/NOM	Ruth Morrison - Nom	11.68
IVA/MOR0164	Ruth Morrison	MORRISON/SUP	Ruth Morrison - Sup	103.65
IVA/MOR0362	David Moore	MOORE - SUP	David Moore	941.25
IVA/MORT0159	Stephen & Jean Mortimer	MORTIMER/SUP	Stephen & Jean Mortimer	690.45
IVA/MUR40141	Alan Jack Murray	MURRAY - SUP	Alan Jack Murray - Sup	1,242.45
IVA/N53235	David & Karen Newsham	NEWSHAM/NOM	David & Karen Newsham	221.38
IVA/N53235	David & Karen Newsham	NEWSHAM/SUP	David & Karen Newsham	584.95
IVA/N53389	Peter Nichols	NICHOLS/SUP	Peter Nichols	508.65
IVA/N53459	Andrew & Fiona Nutland	NUTLAND/NOM	Andrew & Fiona Nutland	745.70
IVA/N53459	Andrew & Fiona Nutland	NUTLAND/SUP	Andrew & Fiona Nutland	481.10
IVA/N54494	Mark Nile	NILE/NOM	Mark Nile	230.90
IVA/N54767	Caroline & Michael Neal	NEAL/NOM	Caroline & Michael Neal	710.15
IVA/N54767	Caroline & Michael Neal	NEAL/SUP	Michael & Caroline Neal	434.05
IVA/NIC121	Mr & Mrs Nicholson	NICHOLSON/SUP	David & Gail Nicholson	79.33
IVA/NOA0309	Nicole Noack	NOACK/SUP	Nicole Noack	1,462.45
IVA/O52934	Peter O'Donnell	ODONNELL/SUP	Peter O'Donnell	72.78
IVA/O53077A	Tim & Melanie Owen	OWEN1/SUP	Tim & Melanie Owen	978.48
IVA/O54217A	Jane & Robert Owen	OWEN\NOM	Jayne & Robert Owen	1,188.73
IVA/O54293	Gregory Owen	OWEN3/NOM	Gregory Owen	175.85
IVA/O54888	Andrew Ord	ORD/NOM	Andrew Ord	1,409.70
IVA/OCO0235	John & Mary O'Connor	O'CONNER/NOM	John & Mary O'Connor	50.31
IVA/OCO0235	John & Mary O'Connor	OCNNOR - SUP	John & Mary O'Connor - Supervisor	1,862.00
IVA/OCO0288	Claire & Gary O'Connor	O'CONNORC&G/SUP	Claire & Gary O'Connor	44.98
IVA/ONE0214	Ian Darran O'Neill	O'NEILL/SUP	Ian Darran O'Neill - Sup	1,435.92
IVA/OWE0198	Derek & Susan Owen	OWEN-SUP	Derek & Susan Owen - Sup	97.20
IVA/P50965	Paul Pashley & Shannon Michaels	PASHLEY/SUP	Paul Pashley & Shannon Michaels	1,667.75
IVA/P51602	Stephen Powell	POWELL/SUP	Stephen Powell - Sup	519.10
IVA/P51640	James Pennington	PENNINGTON/SUP	James Pennington - Sup	311.55
IVA/P51842	David Parry	PARRY/SUP	David Parry	920.47

IVA/P53073A	Amit Patel	PATEL, A/NOM	Amit Patel	385.58
IVA/P53678	Malcolm Popple & Sandra Chell	POPPEL/NOM	Malcolm Popple & Sandra Chell	1,031.68
IVA/P53678	Malcolm Popple & Sandra Chell	POPPEL/SUP	Malcolm Popple and Sandra Chell	697.60
IVA/P53777A	Hash Patel	PATEL\NOM	Hash Patel	189.50
IVA/P53912	Christine Papargiris	PAPARGIRIS//NOM	Christine Papargiris	1,636.38
IVA/P53912	Christine Papargiris	PAPARGIRIS/SUP	Christine Papargiris	1,243.05
IVA/P54059	David Peacock & Karen Auker	PEACOCK/NOM	David Peacock & Karen Auker	1,131.05
IVA/P54059	David Peacock & Karen Auker	PEACOCK/SUP	David Peacock and Karen Auker	459.58
IVA/P54354	Arthur Simon Phillips	PHILIPS/NOM	Arthur Simon Phillips	322.85
IVA/P54363	Bhupendra Patel	PATEL2/NOM	Bhupendra Patel	268.85
IVA/P54626A	Donna & Martin Perkins	PERKINS/NOM	Donna & Martin Perkins	754.58
IVA/P54629A	Chris Pilkinton	PILKINTON/NOM	Chris Pilkinton	1,450.65
IVA/P55023A	Sumil Patel	PATEL000/NOM	Sumil Patel	236.85
IVA/P55192A	Samantha Pullan	PULLAN/NOM	Samantha Pullan	282.75
IVA/PAT0323	Lena Kantilal Patel	PATEL/SUP	Lena Kantilal Patel	96.70
IVA/PEA0128	Debbie Peach	PEACH/SUP	Debbie Peach	144.40
IVA/PET0389	Gordon & Sally Petrie	PETRIE - SUP	Gordon and Sally Petrie	1,415.60
IVA/PET0389	Gordon & Sally Petrie	PETRIE/NOM	Gordon & Sally Petrie	590.07
IVA/POR0256	Robert Portnall	PORTNALL/SUP	Robert Portnall	525.81
IVA/POI0240	Colin Potter	POTTER/SUP	Colin Potter	1,478.98
IVA/POW0024	Graham & Kathleen Powell	POWELL - SUP	Graham & Kathleen Powell - Supervisor	338.95
IVA/PRA0407	Patrick & Sharon Pratt	PRATT/SUP	Patrick & Sharon Pratt	1,364.55
IVA/Q54890	John & Janice Quinn	QUINN/NOM	John and Janice Quinn	954.63
IVA/QAD.123	Dr Qadir	QADIR/NOM	Dr Qadir	51.45
IVA/QAD.123	Dr Qadir	QADIR/SUP	Dr Qadir	797.13
IVA/R51716	Kristopher Robinson	ROBINSON1/NOM	Kristopher Robinson	122.00
IVA/R52391	Ian Reid	IREID/SUP	Ian Reid Supervisor	575.13
IVA/R52520	Richard & Andrena Robinson	ROBINSON-SUP	Richard & Andrena Robinson	1,081.48
IVA/R52590	Angus Robertson	ROBERTSON/SUP	Angus Robertson	237.35
IVA/R52683	Stephen Reid	REID1/SUP	Stephen Reid	641.86
IVA/R53265	Craig Riley	RILEY/SUP	Craig Riley	753.40
IVA/R53391	Michael Rowe	ROWE/NOM	Michael Rowe	922.29
IVA/R53505	Barry & Aurora Robb	ROBB/NOM	Barry & Aurora Robb	1,932.78

IVA/R53505	Barry & Aurora Robb	ROBB/SUP	Barry & Aurora Robb	746.48
IVA/R53944	Carl & Emma Robshaw	ROBSHAW/SUP	Carl & Emma Robshaw	806.88
IVA/R53977A	Gary Rodrigues	RODRIGUES/NOM	Gary Rodrigues	175.85
IVA/R54190A	Chris Robson	ROBSON/NOM	Chris Robson	826.48
IVA/R54190A	Chris Robson	ROBSON/SUP	Christopher Robson	405.48
IVA/R54299	Joanne & Stephen Rochester	ROCHESTER/NOM	Joanne & Stephen Rochester	598.60
IVA/R54440	Simon Reason	REASON/NOM	Simon Reason	1,776.50
IVA/R54495	Philip Raw	RAW/NOM	Philip Raw	244.80
IVA/R54510	Angela Robinson	ROBINSON2/NOM	Angela Robinson	257.00
IVA/R54785	Debbie Richards	RICHARDS/NOM	Debbie Richards	268.85
IVA/R54859A	David Render	RENDER/NOM	David Render	236.30
IVA/R54943A	Catherine Read	REID00/NOM	Catherine Read	248.00
IVA/RAS0314	Linda Rassouli-Fard	RASSOULI/SUP	Linda Rassouli Fard	392.03
IVA/RAY0350	Denise Raynor	RAYNOR/SUP	Denise Raynor	719.08
IVA/REW0340	Jonathan Rew-Dixon & Estelle Broomhall	REW/SUP	Jonathan & Estelle Rew-Dixon	1,557.58
IVA/RID0228	Mark & Carol Ridsdale	RIDSDALE - SUP	Mark & Carol Ridsdale	1,664.00
IVA/ROW0160	Harry & Susan Rowntree	ROWNTREE/SUP	Harry & Susan Rowntree - Sup	255.75
IVA/RUD0263	Michael Rudd	RUDD/NOM	Michael Rudd	693.58
IVA/RUD0263	Michael Rudd	RUDD/SUP	Michael Rudd - Sup	758.53
IVA/S51792	Therese Straker	STRAKER-NOM	Therese Straker	2,198.15
IVA/S51870	James Stewart	STEWART1/SUP	James Stewart	538.50
IVA/S52189	William Snoding	SNODING/NOM	William Snoding	110.00
IVA/S52518	Chris Stead	STEAD/NOM	Chris Stead	110.00
IVA/S53022A	Tony and Christine Shepherd	SHEPHERD/NOM	Tony & Christine Shepherd	147.20
IVA/S53362	Byron Stevenson	STEVENSON1/NOM	Byron Stevenson	159.00
IVA/S53642A	Gordon Stavert	STAVERT/NOM	Gordon Stavert	1,992.45
IVA/S53680	Brent & Rachel Sadler	SADLER/NOM	Brent & Rachel Sadler	60.80
IVA/S53723A	Michael Smith	SMITHM/SUP	Michael Smith	670.10
IVA/S53767	Christian Smyth	SMYTH/NOM	Christian Smyth	161.25
IVA/S53999	Jason Stevens	STEVENSI/NOM	Jason Stevens	155.00
IVA/S54069	Robert Salter	SALTER/NOM	Robert Salter	1,808.71
IVA/S54069	Robert Salter	SALTER/SUP	Robert Salter	505.58
IVA/S54078	Dawn Sheppard	SHEPPARD1/NOM	Dawn Sheppard	168.90

IVA/S54265	Faye Stockley	STOCKLEY/NOM	Faye Stockley	550.90
IVA/S54300A	Simon Stanney	STANNEY/NOM	Simon Stanney	498.08
IVA/S54300A	Simon Stanney	STANNEY00/SUP	Simon Stanney	495.90
IVA/S54427	Paul Semple	SEMPLE/NOM	Paul Semple	1,459.65
IVA/S54699	Zihni & Solen Salih	SALIH/NOM	Zihni & Solen Salih	217.00
IVA/S54941A	Nick Stephens	STEPHENS00/NOM	Nick Stephens	623.33
IVA/S55010A	David & Jennifer Stoker	STOKER00/NOM	David & Jennifer Stoker	282.75
IVA/S55111A	Scott Salter	SALTER00/NOM	Scott Salter	230.90
IVA/S55187A	Owen & Alana Shakespeare	SHAKESPEARE/NOM	Owen & Alana Shakespeare	248.00
IVA/SCO0365	Terri Nick Scooper	SCOOPER/SUP	Terri Scooper	479.13
IVA/SCO0381	Howard Scott	SCOTT,H/SUP	Howard Scott	171.00
IVA/SEN0281	John Sennett	SENNETT - SUP	John Sennett - Supervisor	1,609.84
IVA/SEN140	Martin & Vivienne Senior	SENIOR/SUP	Martin & Vivienne Senior	27.60
IVA/SHE0376	Paul Sheppard	SHEPPARD/NOM	Paul Sheppard	105.44
IVA/SHE0376	Paul Sheppard	SHEPPARD/SUP	Paul Sheppard	264.28
IVA/SLADE0039	Anthony Slade	SLADE/NOM	Anthony Slade	126.00
IVA/SLADE0039	Anthony Slade	SLADE/SUP	Anthony Slade	318.75
IVA/SLE0183	Sleight, Andrew	SLEIGHT/NOM	Andrew Sleight	207.76
IVA/SLE0183	Sleight, Andrew	SLEIGHT/SUP	Andrew Sleight	1,579.90
IVA/SMI0097	Eileen & Arthur Smith	SMITH (2)/SUP	Eileen & Arthur Smith	207.60
IVA/SMI0166	Paul & Hilary Smith	SMITH P&H/SUP	Paul & Hilary Smith - Sup	73.40
IVA/SMI0333	Craig Darrell & Cathryn Jane Smith	SMITH C & C/SUP	Craig & Cathryn Smith	434.05
IVA/SMI0409	Kevin Smith & Keeley Thorpe	SMITH&THORPE/SUP	Kevin Smith & Keeley Thorpe - Supervisor	840.05
IVA/SMIT0124	Richard & Carole Smith	SMITH2/SUP	Richard & Carole Smith	96.70
IVA/SOU0233	Emma Southall	SOUTHALL/SUP	Emma Southall	1,423.18
IVA/STA0234	Paul Stargatt	STARGATT/NOM	Paul Stargatt	-
IVA/STA0234	Paul Stargatt	STARGATT/SUP	Paul Stargatt	228.18
IVA/STE0105	Alan & Evelyn Steele	STEELE/SUP	Alan & Evelyn Steele	1,538.63
IVA/SUM0242	Lee Gary Sumner	SUMNER/SUP	Lee Sumner	1,688.21
IVA/T52651	Jayne Thomson	THOMSON/SUP	Jayne Thomson	905.38
IVA/T52823	Shaun & Valerie Taylor	TAYLOR2/SUP	Shaun & Valerie Taylor	991.28
IVA/T52829A	Peter Totterdale	TOTTERDALE/NOM	Peter Totterdale	391.75
IVA/T52829A	Peter Totterdale	TOTTERDALE/SUP	Peter Totterdale	1,172.00

IVA/T52938	Helen Tingle	TINGLE/SUP	Helen Tingle	830.68
IVA/T53668A	Enrico & Joanne Tambellini	TAMBELLINI/NOM	Enrico & Joanne Tambellini	1,861.45
IVA/T53871A	Paul & Amanda Taylor	TAYLOR\NOM	Paul & Amanda Taylor	229.35
IVA/T54064	Bridget & David Thornton	THORNTON/NOM	Bridget & David Thornton	1,676.28
IVA/T54064	Bridget & David Thornton	THORNTON00/SUP	David and Bridget Thornton	403.08
IVA/T54846	Matthew Taylor	TAYLOR3/NOM	Matthew Taylor	186.00
IVA/T54875	Andrew Thwaite	THWAITE/NOM	Andrew Thwaite	237.85
IVA/T54936A	Andrew Thompson	THOMPSON00/NOM	Andrew & Sharon Thompson	500.85
IVA/TAT0217	John Tatler	TATLER/SUP	John Tatler	570.95
IVA/TAY.0208	Colin Taylor	TAYLOR / SUP	Colin Taylor - Sup	984.50
IVA/TOW0202	David Townsley & Maureen Dunleavy	TOWNSLEY/NOM	David Townsley & Maureen Dunleavy	686.94
IVA/TOW0202	David Townsley & Maureen Dunleavy	TOWNSLEY/SUP	David Townsley & Maureen Dunleavy	1,790.14
IVA/TUR0249	Paul & Shirley Turner	TURNER - SUP	Paul & Shirley Turner - Sup	2,115.20
IVA/TUR0284	Lee & Merchai Turnbull	TURNBULL/SUP	Lee & Merchai Turnbull	1,334.60
IVA/V52745	Jeremy Vernal	VERNALL/NOM	Jeremy Vernal	215.88
IVA/V52745	Jeremy Vernal	VERNALL/SUP	Jeremy Vernal	1,045.75
IVA/W50139A	Martin Westbury	WESTBURY/SUP	Martin Westbury	327.13
IVA/W51250	Harry Worthington	WORTHINGTON/NOM	Harry Worthington	56.00
IVA/W51250	Harry Worthington	WORTHINGTON/SUP	Harry Worthington	151.20
IVA/W51611	Joanne Walton	WALTONJOANNE/SUP	Joanne Walton - Sup	976.98
IVA/W51862	Christopher Wheeler	WHEELER/SUP	Christopher Wheeler-Sup	1,632.35
IVA/W52432	Steven White	WHITE/NOM	Steven White	199.38
IVA/W52432	Steven White	WHITE/SUP	Steven White	1,024.40
IVA/W52531	David White-Spunner	WHITE-SPUNNER/NOM	David White-Spunner	211.45
IVA/W52558	Benjamin Waters	WATERS1/NOM	Benjamin Waters	128.00
IVA/W52580	Gregory Whifton	WHITTON/SUP	Gregory Whifton	764.85
IVA/W53075A	Gemma Wrigley	WRIGLEY/NOM	Gemma Wrigley	599.15
IVA/W53701A	Andy Woolgar	WOOLGAR/NOM	Andy Woolgar	141.00
IVA/W53709A	Christopher Walker	WALKER1/NOM	Christopher Walker	62.23
IVA/W53709A	Christopher Walker	WALKER1/SUP	Christopher Walker	493.93
IVA/W53868	Darryl Walker	WALKER2/NOM	Darryl Walker	1,244.63
IVA/W53868	Darryl Walker	WALKER2/SUP	Darryl Walker	315.83
IVA/W54035A	Dave Wickstead	WICKSTEAD/NOM	Dave Wickstead	1,811.00

IVA/W54270	Morris Gerwyn Williams	WILLIAMS00/SUP	Morris Gerwyn Williams	398.48
IVA/W54270	Morris Gerwyn Williams	WILLIAMS2/NOM	Morris Gerwyn Williams	1,853.55
IVA/W54735	Richard Wilkinson	WILKINSON/NOM	Richard Wilkinson	1,158.83
IVA/W54853	David Walmsley	WALMSLEY/NOM	David Walmsley	217.00
IVA/W55182A	Andrea Welford	WELFORD00/NOM	Andrea Welford	188.85
IVA/W55189A	Alison Walters	WALTERS00/NOM	Alison Walters	168.00
IVA/WAL0356	Janet & John Walton	WALTONJ&J/SUP	John & Janet Walton	618.75
IVA/WAL0356	Janet & John Walton	WALTON-NOM	Janet & John Walton	617.73
IVA/WAL0385	Barry & Angela Walkden	WALKDEN/NOM	Barry & Angela Walkden	262.57
IVA/WAL0385	Barry & Angela Walkden	WALKDEN/SUP	Barry & Angela Walkden	110.60
IVA/WAR.0177	Keith and Kim Ward	WARD/NOMINEE	Keith and Kim Ward	187.56
IVA/WAR.0177	Keith and Kim Ward	WARD/SUPERVISOR	Keith and Kim Ward	135.38
IVA/WAR0384	James & Cherie Waring	WARING/NOM	James & Cherie Waring	1,023.11
IVA/WAR0384	James & Cherie Waring	WARING/SUP	James & Cherie Waring	1,476.30
IVA/WAR0408	Roy Stephen Wardman	WARDMAN - SUP	Roy Wardman	527.90
IVA/WAT0336	Sharon Watson	WATSON/NOM	Sharon Watson	1,598.27
IVA/WAT0336	Sharon Watson	WATSON/SUP	Sharon Watson	451.98
IVA/WEA0360	Colin David Weafer-Cook	WEAFER-COOK/SUP	Colin David Weafer Cook	296.43
IVA/WEB382	Mr Paul Webb	WEBB P J /SUP	Paul John Webb	471.00
IVA/WEI0305	Martin Edward Weinling	WEINLING/SUP	Martin Weinling - Supervisor	332.76
IVA/WIL0278	Shaun Wildgoose	WILDGOOSE/SUP	Shaun Wildgoose	352.13
IVA/WIL0300	Richard Wilcock & Patricia Richards	WILCOCK/NOM	Ronald Wilcock & Patricia Richards	103.39
IVA/WIL0300	Richard Wilcock & Patricia Richards	WILCOCK/SUP	Ronald Wilcock & Patricia Richards - Sup	597.35
IVA/WILSON100	Timothy Wilson	IVA/WILSON	Timothy Wilson	460.00
IVA/WILSON100	Timothy Wilson	IVA/WILSON/SUP	Timothy Wilson	277.85
IVA/WOO0250	Michael Wood	WOOD,M/SUP	Michael Wood	1,617.55
IVA/WOO0250	Michael Wood	WOOD/NOM	Michael Wood	-
IVA/WOO0388	Mr Terry & Mrs Elaine Woods	WOODS/SUP	Terry & Elaine Woods	1,115.90
IVA/Y52529	Malcolm Young	YOUNG1/SUP	Malcolm Young	600.43
IVA/Y52529	Malcolm Young	YOUNG-NOM	Malcolm Young	243.10
IVA/Y54312	Stephen & Wendy Young	YOUNG1/NOM	Stephen & Wendy Young	155.00
IVA/YOU0353	Karen Young	YOUNG/SUP	Karen Young	749.90
MVL/ACUMAS	Acumas Insurance Solutions	ACUMAS/MVL	Acumas Insurance Solutions	432.00

MVL/C53679	Cyberus Limited	CYBERUS LTD/POST	Cyberus Limited	341.28
MVL/CAI0013	Globduyk (Warrington) Limited	C A INSURANCE/MVL	Globduyk (Warrington) Limited	26.45
MVL/FIRST TRAVEL INS	First Travel Insurance Consultants Limited	FIRST TRAVEL IN/MVL	First Travel Insurance Consultants Limited	103.10
MVL/P54687	Plexus Communications Limited	PLEXUS/POST	Plexus Communications Limited	145.00
MVL/PRIMARY INSURANC	Primary Insurance Group Limited	PIG (EZED 9) /POST	Primary Insurance Group Limited	742.25
MVL/PRIMARY INSURANC	Primary Insurance Group Limited	PRIMARY INSURANCE/M'	Primary Insurance Group Limited Pre Appointment	2,192.73
MVL/PRIMARY TRAVEL	Primary Travel Insurance Limited	PRIMARY TRAVEL/LIQ	Primary Travel Insurance Limited Pre Appointment	1,859.85
MVL/PRIMARY TRAVEL	Primary Travel Insurance Limited	PTIS (EZED 8)/POST	Primary Travel Insurance Services Limited	670.38
MVL/R54658	Rowden Limited	ROWDEN/POST	Rowden Limited	154.00
MVL/T54891	Telecommunication Services (Europe) Lim	TELECOM SE LTD/POST	Telecommunication Services (Europe) Ltd	498.45
MVL/T54891	Telecommunication Services (Europe) Lim	TELECOM/PRE	Telecommunication Services (Europe) Limited	2,023.85
PARRY(2)/0134	Stephen & Angela Parry	PARRY(2)/NOM	Stephen & Angela Parry - Nominee	49.00
PARRY(2)/0134	Stephen & Angela Parry	PARRY(2)/SUP	Stephen & Angela Parry - Sup	46.00
PVA/152462	Il Pomodoro	IL POMODORO/NOM	Il Pomodoro - Nominee	3,515.65
VANDERMOTTEN/BKY	Paul Peter Vandermotten	VANDERMOTTEN P P	Paul Peter Vandermotten	9.00
				503,217.80

NINTH SCHEDULE

March 2006 Instructions

March						
TDA Consents Received	Richard Hunter	Internet	IVA	£2,000	£400	
	Louise Douglas	Internet	IVA	£2,000	£3,000	
	Andre Murphy	Internet	IVA	£2,500	£6,250	
	Elizabeth Henry	Internet	IVA	£1,800	£5,000	
	Paul Semple	Internet	IVA	£1,500	£5,000	
	Lisa Bryant	Internet	IVA	£1,800	£5,000	
	Joanne Rochester	Internet	IVA	£2,500	£6,250	
	Pamela Coventry	Internet	IVA	£1,500	£3,600	
	Gemma Wrigley	Internet	IVA	£2,000	£6,250	
	Emma Molyneaux	Internet	IVA	£4,000	£10,000	
	Kenny Devlin	Internet	IVA	£2,000	£6,250	
	James Hunter	Internet	IVA	£1,500	£5,000	
	Craig Hope	Internet	IVA	£1,800	£4,000	
	Donna Perkins	Internet	IVA	£2,000	£6,250	
	Caroline Neal	Internet	IVA	£2,500	£6,250	
	Michael Gillingham	Internet	IVA	£2,500	£6,250	
	Claire Domansky	Internet	IVA	£2,500	£6,250	
	Adam Lawrence	Internet	IVA	£2,000	£6,250	
	Karim Jamani	Internet	IVA	£1,500	£4,000	
	Christopher Pilkington	Internet	IVA	£2,500	£3,000	
TBDA Consents Received	Plexus Communications	Agent	MVL	£2,500	n/a	
	Rowden	Agent	MVL	£2,500	n/a	
	CLB Resources	Internet	CVA	£3,500	£6,000	
	Telecommunications	Agent	MVL	£2,500	n/a	
Actual Totals	24			£53,400	£110,250	£163,650

TENTH SCHEDULE

Limitations on Seller's Liability

1. The liability of the Seller in respect of any Claim:
 - 1.1 shall not arise unless and until the amount of such Claim is equal to or exceeds £2,500 in respect of any single item;
 - 1.2 shall not arise unless and until the amount of such Claim when aggregated with the amount of any other such Claim made against the Seller under this Agreement (ignoring claims of under £2,500 excluded under paragraph 1.1) exceeds £30,000 in which event all of such Claim or Claims shall be recoverable hereunder (and not just the excess);
 - 1.3 shall not (when aggregated with the amount of all other claims under the Warranties) exceed the cash received by the Seller hereunder and the value of all Consideration Shares in the Buyer issued to satisfy the Consideration payable to the Seller under this Agreement (provided that the maximum liability under this Agreement shall not exceed £2,000,000 in aggregate);
 - 1.4 for the purposes of paragraph 1.3 above, the value of the Consideration Shares in the Purchaser issued to the Seller shall be calculated at the time the Claim is agreed or settled or if not agreed or settled at the time on which it is determined by a court of law unless it was appealed in which case it shall be calculated at the time it is determined by a court of law from which there is no right of appeal. It shall not be payable by the Seller until the Seller is able to sell such Consideration Shares and is released from any lock-in arrangements;
 - 1.5 the liability of the Seller in respect of any Claim shall cease on 18 months after Completion, except in respect of matters which have been the subject of a bona fide written claim which is made before such date by or on behalf of the Buyer to the Seller giving reasonable details of all material aspects of the Claim including the Buyer's bona fide estimate of the amount thereof. Any such claims shall (if it has not previously been satisfied, settled or withdrawn) be deemed to have been withdrawn unless legal proceedings in respect of it have been commenced by both being issued and served within 3 months of such notification to the Seller.
2. The Seller shall not be liable under the Warranties:
 - 2.1 to the extent that the subject of the Claim is allowed or provided for or reserved in the Accounts or has been included in calculating creditors or deducted in calculating debtors in the Accounts and (in the case of creditors or debtors) is identified in the record of the Business or to the extent such matter is specifically referred to in the note to the Accounts;

- 2.2 to the extent that the facts giving rise to the Claim and their implications were Disclosed; or
- 2.3 to the extent that a Claim arises or is increased:
 - 2.3.1 wholly or partly from an act or omission occurring at the request of or with the written consent of the Buyer or (on or after Completion) the Business or any of its officers, employees or agents;
 - 2.3.2 wholly or partly from an act or omission compelled by law;
 - 2.3.3 as a result of any increase in rates of Taxation since the Accounts Date;
 - 2.3.4 wholly or partly as a result of the passing or coming into force of or any change in any enactment, law, regulation, directive, requirement or any practice of any government, government department or agency or regulatory body (including extra statutory concessions of HM Revenue & Customs) after the date hereof whether or not having retrospective effect.
- 3. The Seller shall not have any liability in respect of any Claim and accordingly no Claim may be brought if and to the extent that:
 - 3.1 the loss or liability suffered or incurred by the Buyer to which the Claim relates is contingent, future or unascertainable and, in such circumstances no Claim may be brought in respect of such loss or liability until such time as the Buyer shall have actually suffered the loss or incurred the liability in question;
 - 3.2 such Claim arises out of any matter expressly provided for under the terms of this Agreement;
 - 3.3 to the extent that it relates to any loss which the Buyer is able to and actually recovers under the terms of the policy of insurance.
- 4. The Buyer shall reimburse to the Seller forthwith an amount equal to any sum paid by it in respect of any Claim which is subsequently recovered by or paid to the Buyer or any other member of the Buyer's Group by any other person in respect of the matter giving rise to the Claim (less any reasonable expenses incurred in making such recovery).
- 5. Any amount paid by the Buyer pursuant to paragraph 4 shall be taken into account with retrospective effect in ascertaining whether the amounts in paragraph 1 of this Schedule are exceeded. Any amount previously paid by the Seller in respect of any Claim which would not otherwise have been payable as

a consequence of this paragraph 5 shall be repaid forthwith unless the Buyer shall have notified the Seller of another Claim.

6. Where having discharged any Claim the Seller requests the assignment to her of any right of the Buyer or any other member of the Buyer's Group to make recover in whole or in part from any third party, the Buyer will assign or procure the assignment to the Seller (subject to the Seller paying any associated expenses) of such right and, if that right is not legally capable of effective assignment or the Seller shall not request such assignment, will, subject to being indemnified to the reasonable satisfaction of the Buyer against any associated expenses and provided that pursuit of such Claim would not, in the reasonable opinion of the Buyer, affect the goodwill of the Business pursue such Claim on behalf of the Seller and pay over to the Seller all amounts recovered up to the amount of the relevant Claim previously discharged by it.
7. Where the Buyer or any other member of the Buyer's Group may be entitled (whether by reason of insurance or payment discount or otherwise) to recover from some other person any sum in respect of any damage or liability the subject of the Claim the Buyer shall first take steps or procure that the relevant member of the Purchaser's Group takes all steps (including the commencement and prosecution of proceedings in circumstances where the Seller reasonably considers that there is a reasonable chance of recovery) to enforce such recovery, before taking steps against the Seller.
8. Whether before or after the Seller has made payment in respect of any Claim the Buyer shall, if so required by the Seller (and provided that taking such steps would not in the reasonable opinion of the Buyer affect the goodwill of the Business) and, subject to payment of any reasonable expenses by the Seller, take or (as the case may require) procure that the relevant member of the Buyer's Group (and the Buyer's officers or the officers of the relevant member of the Buyer's Group as applicable) take, all steps (whether by way of a Claim against its insurers or otherwise) in relation to such Claim as the Seller may reasonably require to enforce such recovery and shall keep the Seller informed to its reasonable satisfaction of the progress of any action taken. Thereafter any Claim shall be limited (in addition to the other limits on the liability of the Seller referred to in the Schedule) to the amount by which the loss of damage suffered by the Buyer as a result of such breach shall exceed the amounts (if any) so recovered.
9. If grounds for any Claim arise as a result of, or in connection with, a Claim by, or alleged liability to, a third party (a "**Third Party Claim**") the Buyer shall consult with the Seller in relation to the Third Party Claim which shall not be compromised or settled without the consent of the Seller (not to be unreasonably withheld or delayed). If requested promptly in writing by the Seller and, subject to the Buyer being indemnified to its reasonable satisfaction by the Seller against all associated reasonable expenses, the Buyer shall:
 - 9.1 take and shall procure that each member of the Buyer's Group (and the Buyer's officers or the officers of the relevant member of the Buyer's

Group as applicable) take, all such action as the Seller may reasonably request to avoid, dispute, resist, appeal or compromise the Third Party Claim; and

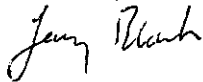
- 9.2 make available, and procure that each member of the Buyer's Group (and the Buyer's officers or the officers of the relevant member of the Buyer's Group, as applicable) shall make available upon reasonable notice, to the Seller on the request all information and reasonable assistance which is relevant for that purpose. The Seller shall not use or disclose any such information for any other purpose.
10. The Seller shall be entitled to require the Buyer to take all such reasonable steps or proceedings as are appropriate in order to mitigate any Claim and the Buyer shall procure that each member of the Buyer's Group (and the Buyer's officers or the officers of the relevant member of the Buyer's Group, as applicable) shall act in accordance with any such requirements (subject to the Buyer being indemnified by the Seller to its reasonable satisfaction against all associated reasonable expenses). For the purpose of enabling the Seller to remedy a breach or to mitigate or otherwise determine the amount of any Claim or to decide what steps or proceedings should be taken in order to mitigate any Claim the Buyer shall:
 - 10.1 give notice to the Seller within 28 days of any breach or circumstance giving or likely to give rise to a breach coming to its notice;
 - 10.2 make or so far as it is able procure to be made available during normal business hours on reasonable notice to the Seller or its duly authorised representatives all relevant personnel, books of account, records and correspondence of the Group reasonably required for the purpose of enabling the Seller to ascertain or extract any relevant information; and
 - 10.3 make no admission of the fact or amount of any liability on the part of the Seller or the Buyer without the prior written consent of the Seller (not to be unreasonably withheld or delayed).
11. Nothing in this Agreement shall be deemed to relieve the Buyer from its common law duty to mitigate its loss.
12. Neither the Buyer nor any member of its Group shall be entitled to recover damages or any other amount in respect of any Claim or otherwise obtain reimbursement or restitution more than once in respect of the same matter, loss or liability and for this purpose any payment by the Seller in respect of any such Claim (to the extent that reimbursement or restitution received by the Buyer or any member of the Buyer's Group) shall be deemed to satisfy any other such Claim in respect of the same matter and vice versa.
13. The rights of the Buyer in respect of a breach of any of the Warranties shall not be affected by Completion.

14. This Schedule which, amongst other things regulates or otherwise affects the liability of the Seller, shall remain in full force and be fully applicable in all circumstances and, in particular (but without limitation), shall not be discharged in whole or in part by any breach of any of the Warranties or any Claim against the Seller in respect of the Warranties whatever its nature or consequences, nor by any other matter whatsoever.

SIGNED by MARK WALKER, a director,)
duly authorised for and on behalf of)
TIMELAB LIMITED in the presence of:)



Signature of witness:

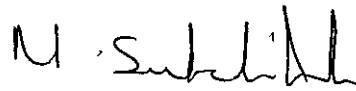


Name: GARY BLACK

Address: SCOTTISH MUTUAL HOUSE, 35 PETER STREET,
MANCHESTER M2 5BG

Occupation: SOLICITOR

SIGNED by MICHAEL SUTCLIFFE, a)
director, duly authorised for and on behalf)
of COMPASS FINANCE GROUP PLC in)
the presence of:)



Signature of witness:



Name: GARY BLACK

Address: SCOTTISH MUTUAL HOUSE, 35 PETER STREET,
MANCHESTER M2 5BG

Occupation: SOLICITOR

SIGNED by BEVERLEY ELLICE)
BUDSWORTH in the presence of:)



Signature of witness:



Name:

LEILA PORTER

Address:

St Ann's House
Manchester

Occupation:

Solicitor