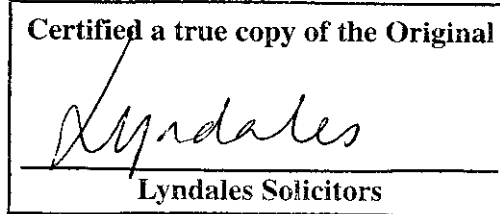


5861009

TV(2) 18.10.06



DATED 17 November 2006

STAKELINE TAVERNS LIMITED (IN LIQUIDATION) (1)  
NEIL ANDREW BENNETT (2)  
TAYVIN 360 LIMITED (3)  
TAYVIN 361 LIMITED (4)  
COLIN GANLEY (5)

SECTION 110 AGREEMENT  
relating to  
STAKELINE TAVERNS LIMITED (IN LIQUIDATION)

Taylor Vinters  
Merlin Place  
Milton Road  
CAMBRIDGE  
CB4 0DP

Tel: 01223 423444  
Fax: 01223 423944

Email: [adam.bradley@taylorvinters.com](mailto:adam.bradley@taylorvinters.com)

Our Ref: ABB

DocNumber 6320768v1



# TITLE OF DOCUMENT

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THIS AGREEMENT is dated

17 November

2006

## **PARTIES**

- 1 **STAKELINE TAVERNS LIMITED** (registered number 2982204) (in members' voluntary liquidation) whose registered office is at 24 Gray's Inn Road, London WC1X 8HP, acting by the Liquidator (as defined below), (the "**Company**");
- 2 **NEIL ANDREW BENNETT** of DTE Leonard Curtis Limited (registered number 5639292) whose registered office is at DTE House, Hollins Lane, Bury, Lancashire BL9 8AT, in his capacity as liquidator of the Company (the "**Liquidator**");
- 3 **TAYVIN 360 LIMITED** (registered number 5861009) whose registered office is at Merlin Place, Milton Road, Cambridge, CB4 0DP ("**Newco X**");
- 4 **TAYVIN 361 LIMITED** (registered number 5861050) whose registered office is at Merlin Place, Milton Road, Cambridge, CB4 0DP ("**Newco Y**");  
and
- 5 **COLIN GANLEY** of 33 Saint Julians Farm Road, West Norwood, London SE27 0RJ (the "**Shareholder**").

## **BACKGROUND:**

- 1 The Shareholder is the sole member of the Company and he has agreed to wind-up the Company by way of members' voluntary liquidation, to appoint the Liquidator as liquidator of the Company and to seek the distribution of the assets (other than the Excluded Property) of the Company on the terms of this agreement and in accordance with the provisions of section 110 of the Act.
- 2 The Liquidator has agreed to enter into this agreement, to accept his appointment as liquidator and to wind-up the Company on the terms of this agreement in reliance upon the indemnities given in his favour by the Shareholder and by Newco X and Newco Y.

## AGREED TERMS:

### 1 DEFINITIONS

- 1.1 In this agreement and in the Background to it the following terms shall have the following meanings:
- 1.1.1 "**Act**" the Insolvency Act 1986 (as amended) and all subordinate legislation thereto;
- 1.1.2 "**Buyer**" Deco Design and Build Co. Limited (company registration number 03703623), the registered of which is situate at Jubilee House, Jubilee Court , Dersingham, Kings Lynn, Norfolk, PE31 6HH;
- 1.1.3 "**Companies Act**" the Companies Act 1985 (as amended) and all subordinate legislation thereto;
- 1.1.4 "**Completion**" the date of this agreement;
- 1.1.5 "**Declaration of Solvency**" a statutory declaration of solvency in the prescribed form delivered by the directors of the Company pursuant to the provisions of section 89 of the Act;
- 1.1.6 "**Excluded Property**" the leasehold property known as "The Valentine", more particular details of which are set out in part 1 of the schedule;
- 1.1.7 "**Excluded Property Sale Agreement**" the agreement entered into on 11 October 2006 by the Company (1) and the Buyer (2) pursuant to which the Excluded Property will be sold to the Buyer;
- 1.1.8 "**Investment Properties**" the property business relating to the freehold properties, more particular details of which are set in part 2 of the schedule;
- 1.1.9 "**Mountrange**" Mountrange Limited (registered number 03374358), the registered office of which is situate at 24 Grays Inn Road, London WC1X 8HP;
- 1.1.10 "**Mountrange Shares**" the 2 (two) ordinary shares of £1.00 each in the capital of Mountrange (being its entire issued share capital) as held by the Company as at the date of this agreement;

- 1.1.11     **"the Public House"** the freehold land and buildings, more particular details of which are set out in part 3 of the schedule;
- 1.1.12     **"Residual Assets"** all and any residual assets of the Company as at the Completion Date (not being the Investment Properties, the Mountrange Shares, the Public House or the Excluded Property) howsoever defined and of whatever nature;
- 1.1.13     **"the Specified Liabilities"** all and any liabilities of the Company which are determined by the Liquidator as relating to all or any of the Investment Properties or the Public House and/or any unpaid calls in respect of the Mountrange Shares;
- 1.1.14     **"Resolutions"** the following resolutions of the Company resolving:
- 1.1.14.1   by way of special resolution to wind up the Company voluntarily;
- 1.1.14.2   by way of special resolution to authorise the Liquidator to enter into this agreement and any documents ancillary hereto;
- 1.1.14.3   by way of ordinary resolution to appoint the Liquidator as liquidator of the Company;
- 1.1.14.4   by way of ordinary resolution to approve the transfers of the assets of the Company under this agreement as a substantial property transaction involving directors under section 320 of the Companies Act 1985;
- 1.1.14.5   by way of ordinary resolution to fix the remuneration of the Liquidator by reference to a percentage of the value of the assets realised or distributed by him, subject to a maximum sum of £4,500 (exclusive of VAT);
- 1.1.14.6   by way of ordinary resolution to fix the basis of calculation of category 2 disbursements (as defined in Statement of Insolvency Practice 9 (E&W) version 4, August 2005) by reference to "A Creditors' Guide to Liquidators' Fees";
- 1.1.14.7   by way of ordinary resolution to approve the destruction of the Company's books and records one year after its dissolution;
- 1.1.14.8   by way of extraordinary resolution to authorise the Liquidator to distribute

the assets of the Company in specie to the Shareholders; and

1.1.14.9 by way of extraordinary resolution to authorise the Liquidator to exercise all and any of the powers set out in Schedule 4 to the Act.

1.2 The headings used in this agreement are for convenience only and shall not affect construction or interpretation.

1.3 References in this agreement to a clause or sub-clause are as the case may be references to a clause or sub-clause of this agreement.

1.4 Any liability that is assumed by one or more persons shall be deemed to be assumed jointly and severally by all such persons.

## **2 SHAREHOLDER'S OBLIGATIONS**

2.1 Immediately prior to the execution of this agreement and as condition precedent to the completion of this agreement, the Shareholder has:

2.1.1 procured that a board meeting of the Company has been convened and held at which the directors of the Company made the Declaration of Solvency and at which it was resolved that the form of the Resolutions was approved for signature by the Shareholder (as sole member of the Company); and

2.1.2 passed the Resolutions as written resolutions in accordance with the provisions of section 381A of the Companies Act.

2.2 As soon as practicable after Completion, the Shareholder shall procure that the Company shall deliver to the Liquidator (who shall in turn deliver the same to the Registrar of Companies):

2.2.1 the Declaration of Solvency duly executed by the requisite number of the directors of the Company; and

2.2.2 the Resolutions duly signed by the Shareholder.

## **3 LIQUIDATOR'S OBLIGATIONS**

3.1 Subject to all of the matters referred to in clause 2.1 having been effected, the Liquidator shall, immediately prior to Completion, formally accept his appointment as liquidator by the Company by signing a notice of appointment on the prescribed form 600 which he shall file with the

Registrar of Companies.

- 3.2 Following the appointment of the Liquidator and, insofar as the same is permissible under the Act and consistent with any other obligations arising in connection with his appointment or continuing to hold office, the Liquidator shall on Completion wind up the Company on the following basis as agreed by the Shareholder:
  - 3.2.1 the Mountrange Shares, the Public House and the Residual Assets being available for distribution to the Shareholder shall be transferred to Newco X (insofar as the Public House is concerned as soon as practically possible after Completion but subject always to the provisions of clause 8) in consideration for the allotment and issue of shares in its share capital by Newco X (which allotment and issue the Shareholder shall procure) to the Shareholder at the direction of the Liquidator in accordance with clause 5.1; and
  - 3.2.2 the Investment Properties also being available for distribution to the Shareholder shall be transferred to Newco Y (as soon as practically possible after Completion but subject always to the provisions of clause 8) in consideration for the allotment and issue of shares in its share capital by Newco Y (which allotment and issue the Shareholder shall procure) to the Shareholder at the direction of the Liquidator in accordance with clause 6.1.
- 3.3 The Liquidator shall, following Completion, complete the transfer of the Excluded Property to the Buyer pursuant to the terms of the Excluded Property Sale Agreement. It is hereby agreed and declared by the parties hereto that, subject to any consent required by the Buyer, the Liquidator may amend the deed of transfer of the Excluded Property as he sees fit including, without limitation, by the insertion of such exclusions of personal liability as he may deem necessary or desirable.
- 3.4 As soon as practicable following Completion, the Liquidator shall deliver to the London Gazette for publication:
  - 3.4.1 notice of the passing of the Resolutions to wind up the Company voluntarily and appoint the Liquidator as liquidator of the Company; and

3.4.2 notice of the appointment of the Liquidator.

#### **4 INDEMNITIES**

4.1.1 In consideration of the Liquidator distributing the Investment Properties, the Mountrange Shares, the Public House and the Residual Assets to the Shareholder whether in specie or otherwise before all and/or any liabilities of the Company have been determined and agreed, the Shareholder, Newco X and Newco Y hereby agree jointly and severally to indemnify the Liquidator and keep him fully and effectively indemnified forthwith on demand from and against all actions claims costs damages demands expenses liabilities losses and proceedings and all present and future obligations incurred or that may be incurred by the Company and/or the Liquidator in relation to the members voluntary liquidation of the Company including (without limitation) any matters arising from and as a result of the distributions referred to in this Agreement and/or against all and any losses damages costs and expenses (including interest) which may be incurred by the Liquidator arising from or as a result of the Specified Liabilities or without prejudice to the generality of the foregoing as may arise or result from the making of any distributions to the Shareholder.

4.2 The Shareholder, Newco X and Newco Y hereby jointly and severally further undertake to refund to the Liquidator (on a full indemnity basis together with all costs incurred by the Liquidator) such amounts which the Liquidator in his capacity as liquidator of the Company may agree to be payable to any creditor of the Company whose claim the Liquidator considers in his absolute discretion to be a claim validly enforceable against the Company which comes to the notice of the Liquidation after the distributions referred to in this Agreement are made whether or not such creditor was included in the Declaration of Solvency.

4.3 The Shareholder, Newco X and Newco Y hereby jointly and severally undertake to make such payments to the Liquidator as are payable pursuant to the terms of the indemnities contained in this clause 4 forthwith upon receipt of written details and particulars from the Liquidator and the Shareholder, Newco X and Newco Y hereby jointly and severally further undertake to sign any further documents required to give full effect to such indemnities.



- 4.4 Without limitation to the generality of the foregoing provisions of this clause 4, the Shareholder, Newco X and Newco Y hereby agree jointly and severally to indemnify the Liquidator and keep him fully and effectively indemnified forthwith on demand from and against all actions claims costs damages demands expenses liabilities losses and proceedings and all present and future obligations incurred or that may be incurred by the Company and/or the Liquidator in relation to the completion of the transfer of the Excluded Property to the Buyer following Completion or as may otherwise arise howsoever in relation to the Excluded Property. In the event that completion of the transfer of the Excluded Property does not take place by 19 December 2006 (or within such longer period as the Liquidator may in his sole discretion permit) the Liquidator shall, subject to the terms of the Excluded Property Sale Agreement, no longer be bound to transfer the Excluded Property to the Buyer and may thereafter transfer it to such person and on such terms (in particular as to price) as he sees fit.

## **5 NEWCO X**

- 5.1 In consideration of the transfer to Newco X by the Company (acting by the Liquidator) of the Mountrange Shares, the Public House (insofar as the Public House is concerned as soon as practically possible after Completion but subject always to the provisions of clause 8), and the Residual Assets, Newco X shall (and the Shareholder shall procure that Newco X shall) allot and issue to the Shareholder (the subscriber share also having been transferred to the Shareholder) nine hundred and ninety-nine (999) fully paid ordinary shares of £1.00 each in the capital of Newco X, having the rights and being subject to the restrictions attached to them as set out in the articles of association of Newco X.

## **6 NEWCO Y**

- 6.1 In consideration of the transfer to Newco Y by the Company (acting by the Liquidator) of the Investment Properties (as soon as practically possible after Completion but subject always to the provisions of clause 8), Newco Y shall (and the Shareholder shall procure that Newco Y shall) allot and issue to the Shareholder (the subscriber share having also been transferred to the Shareholder) nine hundred and ninety-nine (999) fully paid ordinary shares of £1.00 each in the capital of Newco Y, having the

rights and being subject to the restrictions attached to them as set out in the articles of association of Newco Y.

**7 STATUTORY FILINGS AND SHARE CERTIFICATES**

7.1 The Shareholder shall procure that Newco X and Newco Y shall file within the prescribed period a copy of this agreement and form 88(2) with the Registrar of Companies pursuant to section 88 of the Companies Act in respect of the shares allotted and issued by Newco X and Newco Y respectively to the Shareholder.

7.2 The Shareholder, who is to be appointed as a director of Newco X and Newco Y, shall procure that the company secretaries of Newco X and Newco Y (as the case may be) shall issue to the Shareholder share certificates within two months of Completion (duly signed as deeds by two directors or a director and the company secretary of Newco X and Newco Y (as the case may be)) in respect of the shares in Newco X and the shares in Newco Y that are to be allotted and issued to the Shareholder (and transferred to the Shareholder by the Subscribers) pursuant to the terms of this agreement.

**8 COMPLETION OF TRANSFERS OF THE INVESTMENT PROPERTIES AND THE PUBLIC HOUSE**

8.1 It is hereby agreed and declared that Newco X, Newco Y and the Shareholder shall use their respective best endeavours to procure the completion of the transfers of the titles to all or any of the Investment Properties and the Public House ("Property Completion") as soon as possible after Completion. In the event that Property Completion does not take place within three months of Completion (or within such longer period as the Liquidator may in his sole discretion permit) the Liquidator shall no longer be bound to transfer all or any of the Investment Properties or the Public House to Newco X and Newco Y (as the case may be) and may thereafter transfer them to such person and on such terms (in particular as to price) as he sees fit.

**9 JURISDICTION**

9.1 This agreement shall be governed by and construed in accordance with the laws of England and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England in connection with any

*dispute arising out of this agreement.*

- 9.2 This agreement shall be binding upon each party's successors but shall not be capable of assignment by any party save by the Liquidator.

**10 NO PERSONAL LIABILITY**

- 10.1 It is hereby agreed and declared by the parties hereto that the Liquidator is acting as agent of the Company solely in his capacity of liquidator and, accordingly, he shall not be obliged to perform any obligations hereunder save to the extent that he is able to do so in such capacity.

- 10.2 The Liquidator is entering into this agreement without the intention of accepting any personal liability hereunder and therefore all personal liabilities (if any) that may arise under this agreement or under any other deed, contract or document executed in connection with or in consequence of this agreement whether by the Liquidator or by his agents or employees are expressly excluded to the fullest extent permissible at law.

- 10.3 The Shareholder, Newco X and Newco Y agree and acknowledge that the Investment Properties, the Mountrange Shares, the Public House and the Residual Assets are being transferred without investigation and that the Liquidator is only transferring such right title and interest as the Company may have (if any) in and to the Investment Properties, the Mountrange Shares, the Public House and the Residual Assets.

- 10.4 The Shareholder acknowledges that he places and has placed no reliance whatsoever on any representations, agreements, statements or undertakings (oral or in writing) which have or which he believes have been made on or prior to the date of this Agreement by or on behalf of the Company or the Liquidator or his agents or employees.

**11 COUNTERPART**

- 11.1 This agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Any party may enter into this agreement by signing any such counterpart.

**12 STAMP DUTY**

- 12.1 It is hereby certified by the parties that the transfers of the Mountrange

Shares and Residual Assets are exempt from stamp duty, being transactions falling within category I of the Stamp Duty (Exempt Instruments) Regulations 1987/516.

- 12.2 It is hereby further agreed and declared by the parties that there shall be no chargeable consideration payable for the transfer of any of the Investment Properties and/or the Public House for the purposes of stamp duty land tax (SDLT) and that the Liquidator shall notify HM Revenue & Customs (on the prescribed form SDLT60) of the transfer of the Investment Properties and the Public House on such basis as soon as practicably possible after Completion.

**13 THIRD PARTY RIGHTS**

- 13.1 No person who is not a party to this agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**IN WITNESS WHEREOF** this agreement has been executed and delivered as a Deed on the date herein before written.

**SCHEDULE**

**PART 1**

**EXCLUDED PROPERTY**

<b>Name (if applicable) and address</b>	<b>Title number</b>
The Valentine, 171 Long Lane. London SE1	SGL 61011

**PART 2**

**INVESTMENT PROPERTIES**

<b>Name (if applicable) and address</b>	<b>Title number</b>
1A Harpenden Road, London SE27 0AG	152841
117 Dulwich Road, London	334121

**PART 3**

**PUBLIC HOUSE**

<b>Name (if applicable) and address</b>	<b>Title number</b>
Brockwell Park Tavern, 131, 133 and 133A Dulwich Road, Herne Hill, London and land to the north side of Dulwich Road, Herne Hill	SGL116516

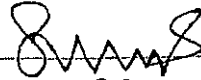
**[END OF SCHEDULE]**

EXECUTED AS A DEED by )  
STAKELINE TAVERNS )  
LIMITED (IN LIQUIDATION) )  
acting by its liquidator NEIL )  
ANDREW BENNETT (signing )  
as agent of the company )  
without personal liability)



In the presence of:

Witness signature:



Witness name:

STEPHEN WILLIAM BRIGGS

Witness address:

ONE GERRARD COMMERCE PLACE

LONDON W1

Witness occupation:


ACCOUNTANT

SIGNED AS A DEED by )  
NEIL ANDREW BENNETT )  
on his own behalf (for the )  
purposes only of obtaining the )  
benefit of the indemnities in )  
this agreement): )



In the presence of:

Witness signature:



Witness name:

STEPHEN WILLIAM BRIGGS

Witness address:

ONE GERRARD COMMERCE PLACE

LONDON W1

Witness occupation:

ACCOUNTANT

EXECUTED AS A DEED by:  
TAYVIN 360 LIMITED  
Acting by two directors or a  
director and the secretary

) Colgan  
)  
) Director

) Carol Morgan  
) Director/Secretary

EXECUTED AS A DEED by:  
TAYLIN 361 LIMITED  
Acting by two directors or a  
director and the secretary

) Colgan  
) Director

) Carol Morgan  
) Director/Secretary

SIGNED AS A DEED by:  
COLIN GANLEY

) Colgan  
)

In the presence of:

Witness signature:

Witness name:

Witness address:

Fiona Carter

Fiona Carter

24 Gandy's Inn Road

London W14 8HP

Witness occupation:

Accountant

02074057755

Certified a true copy of the Original



Lyndales Solicitors

DATED

17 January

2007

STAKELINE TAVERNS LIMITED (IN LIQUIDATION) (1)  
NEIL ANDREW BENNETT (2)  
TAYVIN 360 LIMITED (3)  
TAYVIN 361 LIMITED (4)  
COLIN GANLEY (5)

DEED OF VARIATION  
relating to  
A SECTION 110 AGREEMENT  
in respect of  
STAKELINE TAVERNS LIMITED (IN LIQUIDATION)

Taylor Vinters  
Merlin Place  
Milton Road  
CAMBRIDGE  
CB4 0DP

Tel: 01223 423444  
Fax: 01223 423944

Email: adam.bradley@taylorvinters.com

Our Ref: ABB

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## TITLE OF DOCUMENT

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02074057755

THIS AGREEMENT is dated

17 January

2007

**PARTIES**

- 1 **STAKELINE TAVERNS LIMITED** (registered number 2982204) (in members' voluntary liquidation) whose registered office is at 24 Gray's Inn Road, London WC1X 8HP, acting by the Liquidator (as defined below), (the "**Company**");
- 2 **NEIL ANDREW BENNETT** of DTE Leonard Curtis Limited (registered number 5639292) whose registered office is at DTE House, Hollins Lane, Bury, Lancashire BL9 8AT, in his capacity as liquidator of the Company (the "**Liquidator**");
- 3 **TAYVIN 360 LIMITED** (registered number 5861009) whose registered office is at 24 Gray's Inn Road, London WC1X 8HP ("**Newco X**");
- 4 **TAYVIN 361 LIMITED** (registered number 5861050) whose registered office is at 24 Gray's Inn Road, London WC1X 8HP ("**Newco Y**"); and
- 5 **COLIN GANLEY** of 33 Saint Julians Farm Road, West Norwood, London SE27 0RJ (the "**Shareholder**").

**BACKGROUND:**

- 1 The Company went into members' voluntary liquidation on 17 November 2006 prior to the completion of the Section 110 Agreement by the parties to this agreement on that date.
- 2 The parties have become aware that the Section 110 Agreement stated that the Mountrange Shares were agreed to be transferred to Newco X whereas the intention of the parties was that the Mountrange Shares were correctly to be transferred to Newco Y.
- 3 The parties have now agreed to enter into this agreement to vary the terms of the Section 110 Agreement to correct the error referred to in recital 2 above.

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## AGREED TERMS

### 1 DEFINITIONS

1.1 In this agreement, and in the Background to it, all defined terms shall have the meanings given to them in the Section 110 Agreement, save where the context requires otherwise or as follows:

1.1.1 "**Completion**" means the date of this agreement; and

1.1.2 "**the Section 110 Agreement**" means the agreement entered into by the parties on 17 November 2006, pursuant to which, inter alia, the assets of the Company (other than the Excluded Property) were agreed to be distributed to Newco X and Newco Y.

1.2 The headings used in this agreement are for convenience only and shall not affect construction or interpretation.

1.3 Any liability that is assumed by one or more persons shall be deemed to be assumed jointly and severally by all such persons.

### 2 VARIATION OF THE SECTION 110 AGREEMENT

2.1 The parties hereby agree and declare that the Section 110 Agreement shall be varied as follows with effect from Completion:

2.1.1 by the deletion of the words "*The Mountrange Shares*" from clauses 3.2.1 and 5.1 of the Section 110 Agreement; and

2.1.2 by the insertion of the words "*and the Mountrange Shares*" after the words "*the Investment Properties*" in clauses 3.2.2 and 6.1 of the Section 110 Agreement.

2.2 Save as amended by this clause 2, the terms of the Section 110 Agreement shall remain unaltered and the Section 110 Agreement shall remain in full force and effect, with the rights and obligations set out therein continuing to be fully enforceable as between the parties.

### 3 INDEMNITIES

3.1 In consideration of the Liquidator entering into this agreement, the Shareholder, Newco X and Newco Y hereby agree jointly and severally to indemnify the Liquidator and keep him fully and effectively indemnified

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forthwith on demand from and against all actions claims costs damages demands expenses liabilities losses and proceedings and all present and future obligations incurred or that may be incurred by the Company and/or by the Liquidator in relation to the variation of the terms of the Section 110 Agreement pursuant to the Liquidator entering into this agreement.

#### **4 JURISDICTION**

4.1 This agreement shall be governed by and construed in accordance with the laws of England and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England in connection with any dispute arising out of this agreement.

4.2 This agreement shall be binding upon each party's successors but shall not be capable of assignment by any party save by the Liquidator.

#### **5 NO PERSONAL LIABILITY**

5.1 It is hereby agreed and declared by the parties hereto that the Liquidator is acting as agent of the Company solely in his capacity of liquidator and, accordingly, he shall not be obliged to perform any obligations hereunder save to the extent that he is able to do so in such capacity.

5.2 The Liquidator is entering into this agreement without the intention of accepting any personal liability hereunder and therefore all personal liabilities (if any) that may arise under this agreement or under any other deed, contract or document executed in connection with or in consequence of this agreement whether by the Liquidator or by his agents or employees are expressly excluded to the fullest extent permissible at law.

5.3 The Shareholder acknowledges that he places and has placed no reliance whatsoever on any representations, agreements, statements or undertakings (oral or in writing) which have or which he believes have been made on or prior to the date of this agreement by or on behalf of the Company or the Liquidator or his agents or employees.

#### **6 COUNTERPARTS**

6.1 This agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Any party may enter into this

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agreement by signing any such counterpart.

**7 THIRD PARTY RIGHTS**

- 7.1 No person who is not a party to this agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**IN WITNESS WHEREOF** this agreement has been executed and delivered as a Deed on the date herein before written.

**EXECUTED AS A DEED by** )  
**STAKELINE TAVERNS** )  
**LIMITED (IN LIQUIDATION)** )  
acting by its liquidator **NEIL** )  
**ANDREW BENNETT** (signing )  
as agent of the company )  
without personal liability )



In the presence of:

Witness signature:

Witness name:

Witness address:



STEPHEN William BRIGGS

ONE GREAT CUMBERLAND PLACE

LONDON W1

Witness occupation:

ACCOUNTANT

**SIGNED AS A DEED by** )  
**NEIL ANDREW BENNETT** )  
on his own behalf (for the )  
purposes only of obtaining the )  
benefit of the indemnities in )  
this agreement): )

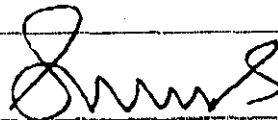


In the presence of:

Witness signature:

Witness name:

Witness address:



STEPHEN William BRIGGS

ONE GREAT CUMBERLAND PLACE

LONDON W1

Witness occupation:

ACCOUNTANT

02074057755

EXECUTED AS A DEED by:  
TAYVIN 360 LIMITED  
Acting by two directors or a  
director and the secretary

Director

Director/Secretary

EXECUTED AS A DEED by:  
TAYVIN 361 LIMITED  
Acting by two directors or a  
director and the secretary

Director

Director/Secretary

SIGNED AS A DEED by:  
COLIN GANLEY

In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Witness signature

7

Witness name

Mr Ganley 101 Ross

Warrack 1017 RH

Accountant